

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, November 4, 2020, at the hour of 7:00 p.m. The meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

Tooele City has implemented Governor Herbert's guidelines regarding public gatherings. We strongly encourage you to join the City Council meeting electronically by logging on to the Tooele City Facebook page, at <https://www.facebook.com/tooelecity>. If you would like to submit a comment for the public comment period or for a public hearing item please email cmpubliccomment@tooelecity.org anytime up until the start of the meeting. Emails will only be read at the designated points in the meeting.

However, if you choose to attend we ask that you maintain social distancing and wear a face covering. In compliance with public health guidelines Tooele City can accommodate limited capacity at City Hall.

Due to limited space and social distancing requirements, we ask that you limit the number of people that attend with you.

1. Pledge of Allegiance

2. Roll Call

3. Public Comment Period

4. Public Hearing

- a. **Public Hearing & Motion on Ordinance 2020-45** An Ordinance of the Tooele City Council Amending Sections 7-4-8, 7-11a-10, 7-11a-25, & Table 3 of Chapter 7-14 of the Tooele City Code Regarding Residential Development Standards

Presented by Jim Bolser, Community Development Director

- b. **Public Hearing & Motion on Ordinance 2020-46** An Ordinance of the Tooele City Council Amending Sections 7-1-5, 7-2-20, & Table 1 of Chapter 7-16 of the Tooele City Code Regarding Amusement Facilities

Presented by Jim Bolser, Community Development Director

5. First Reading Items

- a. **Resolution 2020-83** A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Sunset Estates Phase 8 Subdivision

Presented by Paul Hansen, Tooele City Engineer

- b. **Resolution 2020-84** A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Lambert Residence

Presented by Paul Hansen, Tooele City Engineer

- c. **Resolution 2020-85** A Resolution of the Tooele City Council Approving a Pay-Per-Use, Service, & Supply Contract with Les Olson Company
Presented by Michelle Pitt, Tooele City Recorder
- d. **Resolution 2020-86** A Resolution of the Tooele City Council Approving an Agreement with Widdison Turbine Service, LLC, Regarding City Well 9A
Presented by Steve Evans, Public Works Director
- e. **Resolution 2020-87** A Resolution of the Tooele City Council Appointing Brian Roth to the Administrative Control Board of the North Tooele City Special Service District
Presented by Council Member Tony Graf
- f. **Resolution 2020-89** A Resolution of the Tooele City Council Appointing Rachel Harris to the Administrative Control Board of the North Tooele City Special Service District
Presented by Council Member Tony Graf

6. **Minutes**

- October 21st Work and Business Meeting

7. **Invoices**

8. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2113 or michellep@tooelecitecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

ORDINANCE 2020-45

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING SECTIONS 7-4-8, 7-11a-10, 7-11a-25, AND TABLE 3 OF CHAPTER 7-14 OF THE TOOELE CITY CODE REGARDING RESIDENTIAL DEVELOPMENT STANDARDS.

WHEREAS, Utah Code §10-8-84 and §10-9a-102 authorize cities to enact ordinances, resolutions, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace, and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, residential land uses in Tooele City, particularly the uses allowed in the various residential zones, allowable densities, and property standards are regulated by Tooele City Code Chapter 7-14; and,

WHEREAS, multi-family residential land uses in Tooele City, particularly the design and development standards for proposed development projects, are regulated by Tooele City Code Chapter 7-11a; and,

WHEREAS, parking and access requirements and regulations for various land uses in Tooele City are regulated by Tooele City Code Chapter 7-4; and,

WHEREAS, it is proper and appropriate to routinely review the ordinances and provisions of the Tooele City Code for clarity, predictability, relevance, applicability, and appropriateness; and,

WHEREAS, review of the City's the ordinances along with feedback and experience of applicants is a valuable tool in determining the need to revise the terms of the City's regulations to maintain an appropriate framework that is better capable of responding to changing market conditions; and,

WHEREAS, the purposes of the proposed amendments, shown in Exhibit A, include the revision of certain regulatory provisions to maintain their applicability and remove burdensomeness and the creation of a more permissive and flexible framework to allow development projects to be more responsive to market conditions while maintaining the predictability of the regulations; and,

WHEREAS, the proposed amendments, shown in Exhibit A, also support the potential for a more diverse range of attainable housing options that can be provided to a wider range of residents in the community; and,

WHEREAS, the City Council discussed the initial proposal during its study meeting of October 7, 2020, 2020; and,

WHEREAS, on October 28, 2020, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Exhibit B); and,

WHEREAS, on _____, the City Council convened a duly-advertised public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TOOELE CITY that Sections 7-4-8, 7-11a-10, 7-11a-25, and Table 3 of Chapter 7-14 of the Tooele City Code are hereby amended as shown in Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this _____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

Justin Brady

Justin Brady

Melodi Gochis

Melodi Gochis

Tony Graf

Tony Graf

Ed Hansen

Ed Hansen

Scott Wardle

Scott Wardle

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. UCA 10-3-704(11).)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form: _____

Roger Baker, Tooele City Attorney

EXHIBIT A

PROPOSED SECTION 7-4-8 TEXT AMENDMENT
PROPOSED TABLE 3 OF CHAPTER 7-14 TEXT AMENDMENT
PROPOSED SECTION 7-11a-10 TEXT AMENDMENT
PROPOSED SECTION 7-11a-25 TEXT AMENDMENT

7-4-8. Access Requirements.

- (4) General Standards for All Uses. All access to properties shall be provided to meet the following general requirements:
- (d) Spacing and location of drive approaches for residential uses in relation to an intersection of two streets shall be as follows:
- (i) a driveway serving an individual dwelling unit, regardless of unit type or configuration, shall be located at least ~~30~~ ten feet from the intersecting streets, measured from the existing or planned end point of the intersection curve along the back of the sidewalk to the closest point of the driveway. Figure 7-4-1 demonstrates typical applications of this provision.
 - (ii) a driveway providing access to a collective parking area serving multiple dwelling units, regardless of unit type or configuration, shall be located at least ~~50~~ 30 feet from the intersecting streets, measured from the existing or planned end point of the intersection curve along the back of the sidewalk to the closest point of the driveway. Figure 7-4-1 demonstrates typical applications of this provision.

Chapter 7-14

TABLE 3

SITE PLANNING AND DEVELOPMENT STANDARDS FOR PRIMARY BUILDINGS AND STRUCTURES

	RESIDENTIAL ZONING DISTRICT												
	MR-25	MR-16	MR-8	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30	RR-1	RR-5	RR-20	MU-160
Minimum Lot Width (at front property line)	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	100 feet	200 feet	250 feet	1,320 feet
Minimum Lot Width (<i>interior lots</i> at front setback, single-family)	50 feet	50 feet	60 feet	60 feet	75 feet	85 feet	85 feet	90 feet	100 feet	100 feet	200 feet	250 feet	1,320 feet
Minimum Lot Width ³ (<i>corner lots at front setback on each frontage, single-family</i>)				80 feet	90 feet	100 feet	110 feet	120 feet	120 feet	120 feet	200 feet	250 feet	1,320 feet
Minimum Lot Width (at front setback, two-family)	60 feet	60 feet	60 feet	60 feet	75 feet	85 feet	85 feet	90 feet	100 feet	100 feet	200 feet	250 feet	1,320 feet
Minimum Lot Width (at front setback, all other residential uses)	70 feet	70 feet	75 feet	60 feet	75 feet	85 feet	85 feet	90 feet	100 feet	100 feet	200 feet	250 feet	1,320 feet
Minimum Lot Width (at front setback, all other uses)	80 feet	80 feet	80 feet	80 feet	80 feet	100 feet	100 feet	100 feet	100 feet	100 feet	200 feet	250 feet	1,320 feet
Minimum Front Yard Setback	25 feet ²	25 feet ²	25 feet ²	20 feet 25 feet for garages	20 feet 25 feet for garages	25 feet	25 feet	25 feet	30 feet	30 feet	30 feet	30 feet	30 feet

	RESIDENTIAL ZONING DISTRICT												
	MR-25	MR-16	MR-8	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30	RR-1	RR-5	RR-20	MU-160
Minimum Rear Yard Setback (Interior Lot)	20 feet ²	20 feet ~~for detached single-family~~ 25 feet for all others ²	20 feet ~~for detached single-family~~ 25 feet for all others ²	20 feet ~~for detached single-family~~	20 feet ~~for detached single-family~~	~~30~~ 25 feet ¹	30 feet ¹	30 feet ¹	30 feet	30 feet	60 feet	60 feet	60 feet
Minimum Rear Yard Setback (Corner Lot)	20 feet ²	20 feet ²	20 feet ²	20 feet ¹	20 feet ¹	~~30~~ 25 feet ¹	30 feet ¹	30 feet ¹	30 feet	30 feet	60 feet	60 feet	60 feet
Minimum Side Yard Setback (Interior Lot)	10 feet ²	6 feet ²	6 feet ²	6 feet	8 feet	10 feet	10 feet	10 feet	12 feet	20 feet	20 feet	60 feet	60 feet
Minimum Side Yard Setback (Corner Lot)	15 feet ²	15 feet ²	15 feet ²	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet	30 feet	60 feet	60 feet	60 feet
Maximum/Minimum Building Height	45 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story
Total Lot Coverage (all buildings)	40%	40%	40%	35%	35%	35%	35%	35%	25%	20%	10%	10%	10%

¹ The minimum rear yard setback may be reduced ~~to~~ by up to 25% feet for not more than 20% of the width of the rear yard, measured at the rear yard property line

² Multi-family developments subject to Chapter 7-11a of this Title shall follow setback requirements in Section 7-11a-6.

³ Minimum lot width for corner lots may be reduced to the minimum lot width requirement of interior lots when proper notation on the approved plat determines and restricts the orientation of the primary residential structure on the lot to that frontage only.

CHAPTER 11a. DESIGN STANDARDS: MULTI-FAMILY RESIDENTIAL

7-11a-1	Defined Terms
7-11a-2	Purpose and Scope
7-11a-3	General Provisions
7-11a-4	Project Application, Procedure
7-11a-5	Context and Setting
7-11a-6	Design Standards: Building Orientation
7-11a-7	Design Standards: Vertical Alignment
7-11a-8	Design Standards: Horizontal Alignment, Facades
7-11a-9	Design Standards: Windows
7-11a-10	Design Standards: Building and Dwelling Unit Entries
7-11a-11	Design Standards: Project Entrances
7-11a-12	Design Standards: Landscaping
7-11a-13	Design Standards: Parking and Internal Circulation
7-11a-14	Design Standards: Signage
7-11a-15	Design Standards: Lighting
7-11a-16	Design Standards: Utilities
7-11a-17	Design Standards: Walls and Fences
7-11a-18	Design Standards: Building Materials
7-11a-19	Design Standards: Color
7-11a-20	Design Standards: Vents
7-11a-21	Design Standards: Dumpster Enclosures
7-11a-22.	Design Standards: Common Areas
7-11a-23	Design Standards: Pedestrian Pathways
7-11a-24	Design Standards: Zoning
7-11a-25	Deviation From Design Standards.
7-11a-26 ⁵	Figures
7-11a-27 ⁶	Photo Groups

7-11a-10. Design Standards: Building and Dwelling Unit Entries.

- (1) All open building entries (i.e., without doors) shall be clearly designated with lighted directional and/or building identification signage.
- (2) All closed building entries (i.e., with doors) and dwelling unit entries located on exposed building facades (i.e., not located on a breeze-way internal to a building or between otherwise connected buildings) shall be covered with a portico, pediment, or similar covering that is architecturally integrated into, not merely attached to, a building. See **Photo Group 8** for examples. Covers shall be of dimensions sufficient to cover one person standing at the entry.
- (3) All dwelling unit entries shall utilize trim, at least 4 inches in width, of a color different than the wall sections surrounding the entry.
- (4) Building entries shall be directly accessible from a publicly-owned sidewalk or a privately-owned pathway open to the public.
- (5) Buildings may not have stairwells or stair cases of more than six stairs leading directly to or from dwelling unit entries.
- (6) All multi-family dwelling units that include a front-facing attached garage shall have the garage door ~~recessed from the front facade by a minimum of five feet. The garage door shall also~~ be of a color matching that of the color palette of the unit's front facade.

[7-11a-25](#) [Deviation From Design Standards.](#)

- (1) [Purpose.](#) *In the event an applicant requests a deviation from the development standards of this Chapter and has submitted a project that contains features or design above and beyond those required, the Planning Commission*

shall have the discretion, but be under no obligation, to approve a deviation to some or all of the design standards as long as:

(a) such deviation is consistent with the purpose and intent of the policies and development standards described in this chapter; and

(b) all required findings of this Section are satisfied.

(2) Scope. Deviations from the design standards of this Chapter, as outlined in this Section, shall apply only to standards identified in this Chapter. Deviations may be requested for applications for development projects to be applicable on a project-wide basis. Deviations from design standards shall not be permitted on unit-by-unit, lot-by-lot, building-by-building, or similar basis unless such deviation is approved with the specific finding of creating variety prior to approval of the project to which it would apply. Requests for deviations shall not be permitted to the standards of density or the method of calculation of density.

(3) Deviation Criteria. The Planning Commission shall take into consideration at least three of the following criteria in considering a request for deviation to the design standards of this Chapter:

(a) the deviation being requested serves to further the purposes and intents of this chapter, as identified in Section 7-11a-2, beyond what could be achieved without the deviation;

(b) the project contains amenities such as pedestrian and bicycle connectivity in excess of what is required in the General Plan and this Title;

(c) the overall percentage of dedicated public or private landscape, open space area, and amenities exceeds the required amount by at least 10%;

(d) the deviation being requested serves the specific purpose of addressing and minimizing or eliminating impacts, potential impacts, or nuisances on surrounding neighborhoods, including but not limited to traffic and viewsapes, are minimized through creative design;

(e) accumulation or clustering of building materials on the most publicly visible sides of structures where:

(i) the overall utilization of building materials exceeds that of the base standard being deviated from;

(ii) the amount of materials used for street facing facades is at least 10% greater than the minimum required by this Chapter; and

(iii) the design of the structure meets or exceeds the intent and purpose of the standard being deviated from; and

(f) the deviation request serves to increase the functionality of the features within the project;

(g) the deviation requested will not result in an increase in the number of dwelling units within the project;

(h) the building design is a specific architectural style which utilizes facade materials differently than prescribed in this Chapter, is designed by a licensed architect, but still meets the intent of the requirement being deviated; and

(i) the deviation requested serves to preserve, protect, and enhance an environmentally sensitive feature which is included into the design of the project.

(4) Request Responsibility. It shall be the responsibility of the applicant to demonstrate to the Planning Commission the benefit of deviating from the standards of this Chapter by:

(a) providing a written request for a design review for the project application in which the deviation would be applied;

(b) providing a written description and analysis of the specific development standards to be deviated from prepared by a licensed professional, such as an architect, engineer, or landscape architect; and

(c) providing a written justification that addresses each of the required findings listed in Subsection 5 of this Section.

(5) Findings Required. The Planning Commission may approve deviations from the development standards listed in this Chapter only if it finds:

(a) that the requested deviations are based upon a finding of facts in the record, from specific criteria identified in Subsection 3 of this Section;

(b) that the deviation is in the benefit of the health, safety, and welfare of the residents of and visitors to the project;

(c) that the deviation is in the benefit of the public health, safety, and welfare and the community as a whole;

(d) that the deviation from any one design criteria approved will not create the potential for an increased impact or nuisance from any other design criterion, either within the same project or upon neighboring properties; and

(e) that the deviations approved are anticipated to produce a development that exhibits features and design that match or exceed that intended and anticipated in the standards being deviated from.

7-11a-26⁵ **Figures.**

7-11a-27⁶ **Photo Groups.**

DRAFT

EXHIBIT B

OCTOBER 28, 2020 PLANNING COMMISSION MINUTES

TOOELE CITY CORPORATION

ORDINANCE 2020-46

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING SECTIONS 7-1-5, 7-2-20, AND TABLE 1 OF CHAPTER 7-16 OF THE TOOELE CITY CODE REGARDING AMUSEMENT FACILITIES.

WHEREAS, Utah Code §10-8-84 and §10-9a-102 authorize cities to enact ordinances, resolutions, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace, and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, the various land uses identified for permissibility across all of the zoning districts in Tooele City are identified and defined by Tooele City Code Chapter 7-1-5; and,

WHEREAS, non-residential land uses in Tooele City, particularly the uses allowed in the various non-residential zones and the property standards within those zoning districts are regulated by Tooele City Code Chapter 7-16; and,

WHEREAS, it is proper and appropriate to routinely review the ordinances and provisions of the Tooele City Code for clarity, predictability, relevance, applicability, and appropriateness; and,

WHEREAS, the advancement and innovation of potential land use ideas, typically non-residential uses, often adapts and expands at a much quicker pace than does the provisions of City Code regulations; and,

WHEREAS, as new ideas and innovations in potential land uses are proposed, it is incumbent upon the City to make determinations regarding permissibility according to the defined terms already contained in the City Code; and,

WHEREAS, those determinations can, at times, present challenges based on existing definitions and provisions that may not anticipate such new ideas and proposals; and,

WHEREAS, those challenges can, at times, present unnecessary difficulties and delays for the implementation of those land uses; and,

WHEREAS, the proposed amendments, shown in Exhibit A, are intended to provide clarity in the defined land uses regulated by the City Code in order to provide further clarity for applicants seeking to implement those uses; and,

WHEREAS, the proposed amendments, shown in Exhibit A, are intended to clarify provisions to provide for uses that strengthen the City's tax base; and,

WHEREAS, the purposes of the proposed amendments, shown in Exhibit A, include providing increased diversity to the local economy; and,

WHEREAS, on October 28, 2020, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Exhibit B); and,

WHEREAS, on _____, the City Council convened a duly-advertised public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TOOELE CITY that Sections 7-1-5, 7-2-20 and Table 1 of Chapter 7-16 of the Tooele City Code are hereby amended as shown in Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this _____ day of _____, 20____.

TOOELE CITY COUNCIL

(For)

(Against)

Justin Brady

Justin Brady

Melodi Gochis

Melodi Gochis

Tony Graf

Tony Graf

Ed Hansen

Ed Hansen

Scott Wardle

Scott Wardle

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. UCA 10-3-704(11).)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form: _____

Roger Baker, Tooele City Attorney

EXHIBIT A

**PROPOSED SECTION 7-1-5 TEXT AMENDMENT
PROPOSED CHAPTER 7-2-20 TEXT AMENDMENT
PROPOSED TABLE 1 OF CHAPTER 7-16 TEXT AMENDMENT**

7-1-5. Definitions.

Amusement Facility – A site or facility providing games or activities operated for the purpose of entertainment for patrons such as haunted houses, video and arcade games, rides, water slides, or other substantially similar uses.

Recreational Facility, Indoor - A ~~recreation~~ facility located within a structure or building and operated ~~as a business or public entity for use by an admission fee, membership fee or other charge~~ for the purpose of physical activities or entertainment through games and activities of skill such as a skating rink, bowling alley, mini-golf course, ~~games and activities of skill or amusement arcade~~ billiards, sport or athletic training facilities, batting cages, swimming pool, tennis and racquetball facilities, or substantially similar uses. Such uses shall not include public parks, membership clubs, or amusement facilities.

Recreational Facility, Outdoor - A ~~recreational~~ facility operated ~~as a business and open to the general public for a fee such as amusement parks, tennis facility, water park, swimming pool, golf driving ranges and baseball batting ranges or substantially similar uses~~ for the purpose of physical activities or entertainment through games and activities of skill such as a skating rink, bowling alley, mini-golf course, billiards, sport or athletic training facilities, batting cages, swimming pool, tennis and racquetball facilities, or substantially similar uses. Such uses shall not include public parks, membership clubs, or amusement facilities.

7-2-20. Temporary Uses and Temporary Seasonal Uses.

- (1) Temporary Uses. Temporary uses shall occur over a period not to exceed 40 days in any calendar year including uses incidental to set up and take down of the temporary use.
- (2) Temporary Seasonal Uses. Temporary seasonal uses, as permitted in this Title, shall not exceed the time limits listed herein, or 120 calendar days, whichever is shorter.
 - (a) Permitted Temporary Seasonal Uses. Where temporary seasonal uses are identified in this Title as permitted, the following shall be permitted uses. Where temporary seasonal uses are identified in this Title as conditional, the following shall be conditional uses permissible only following issuance of a Conditional Use Permit:
 - (i) Christmas tree lot, not to exceed 45 calendar days;
 - (ii) Pumpkin patch, not to exceed 45 calendar days;
 - (iii) Corn maze, not to exceed 45 calendar;
 - (iv) Firework sales stand, limited to the period of time as set forth under state law; and
 - (v) Agricultural produce stand and open-air farmer's market, located in a non-residential zone, for the sale of agricultural produce, not to exceed the length of the local outdoor growing season.
 - (b) Conditional Temporary Seasonal Uses. Where temporary seasonal uses are identified in this Title as allowed, the following uses shall be conditional uses allowed only following issuance of a Conditional Use Permit:
 - (i) Agricultural produce stand and open-air farmer's market, located in a residential zone, for the sale of agricultural produce, not to exceed the length of the local outdoor growing season;
 - ~~(ii) Haunted house not to exceed 45 calendar days; and,~~
 - (iii) Other uses determined by the Zoning Administrator to be substantially similar to any of the above.
- (3) Exclusive Uses. For the purposes of this Title, temporary uses and temporary seasonal uses shall be mutually exclusive of each other and mutually exclusive of other uses defined within this Title.

Chapter 7-16
TABLE 1
TABLE OF USES

USE	DISTRICT								
	MU-B Mixed Use- Broadway	MU-G Mixed Use - General	NC Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	GC General Commercial	RC Regional Commercial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Development
<i>Amusement Facility</i>		<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
Recreational Facility (Indoor)				P		P	P	p	C
Recreational Facility (Outdoor)				C		C	C		C

EXHIBIT B

SEPTEMBER 23, 2020 PLANNING COMMISSION MINUTES

TOOELE CITY CORPORATION

RESOLUTION 2020-83

A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE SUNSET ESTATES PHASE 8 SUBDIVISION.

WHEREAS, Tooele City previously approved the Sunset Estates phase 8 subdivision (the "Project"); and,

WHEREAS, Tooele City Code §7-11-13 and §7-19-35 require that public improvements constructed in connection with an approved site plan or subdivision be accepted by Resolution of the City Council following verification by the City Engineer or the Director of Public Works that all the public improvements have been satisfactorily completed in accordance with the approved engineering plans and specifications and City standards; and,

WHEREAS, Hallmark Homes and Development, has provided a proper bond agreement and warranty bond to Tooele City for the Project's public improvements, dated August 27, 2019, in the warranty amount of \$122,340.00; and,

WHEREAS, Tooele City bond agreement forms contain the following language:

under the Tooele City Code, the Improvements must be completed, inspected, and accepted prior to the issuance of a building permit for the land use approval or prior to the recordation of a subdivision final plat, as the case may be, except that a subdivision final plat may be recorded prior to the completion, inspection, and acceptance of the Improvements where the Applicant has completed an approved bond agreement and provided an associated bond;

and,

WHEREAS, the required verification that all of the Project's public improvements have been completed has been provided by way of the Certificate of Completion of Public Works, dated October 21, 2020, attached as Exhibit A; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL as follows:

1. The completed public improvements associated with the Sunset Estates phase 8 subdivision are hereby accepted, those improvements being reflected in the Bond Agreement, dated August 27, 2019, and the Certificate of Completion, dated October 21, 2020, attached hereto as Exhibit A; and,
2. The one-year warranty period on all public improvements accepted by this Resolution shall begin on the date of its approval, November 4, 2020.

This Resolution shall become effective immediately on the date of approval, without further publication, by authority of the Tooele City Charter.

Approved this ____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Certificate of Completion of Public Works

TOOELE CITY CORPORATION
90 NORTH MAIN
TOOELE, UTAH 84074
(435) 843-2130



Certificate of Completion of Public Works

(Start of One-Year Warranty)

Date: 10/06/2020

Permit No: P19-67	Public Work Elements*	Completed	Not Required
Project Name: Sunset Estates Ph 8	Culinary Water	☒	☐
Address: 400 West 2400 North	Water Services Initial	☒	☐
Tooele Utah 84074	Secondary Water Sewer	☐	☒
	Storm Drain / Pond	☒	☐
	Roads	☒	☐
Owner/Developer: Hallmark Homes	Curb & Gutter	☒	☐
2964 West 4700 South Ste	Sidewalk	☒	☐
Salt Lake City Utah 84129	Street Lights	☒	☐
Landscaping	Landscaping	☒	☐
	Other:	☐	☐

* Note: The above Public Work Elements are general in nature. See Public Works for detailed descriptions and comments:

Based upon review of documentation provided by the Developer/Owner, inspection records on file with the Community Development Department and upon site review, the above referenced public improvements for this project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards.

Recommended By	Title	Date
	Civil Inspector	10-6-2020
	Water Services	10/20/2020
	City Engineer	10-15-2020
(see attached letter from Steve Evans)	Public Works	
	Community Development	10/21/2020

Acknowledged and Accepted

City Council, Chair

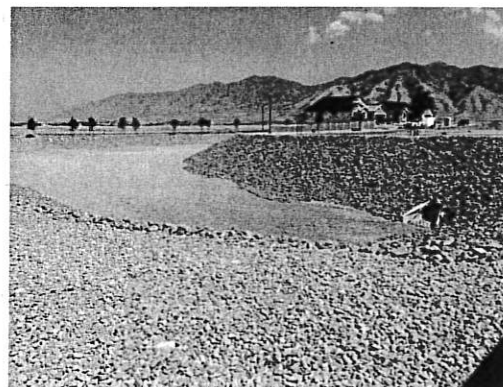
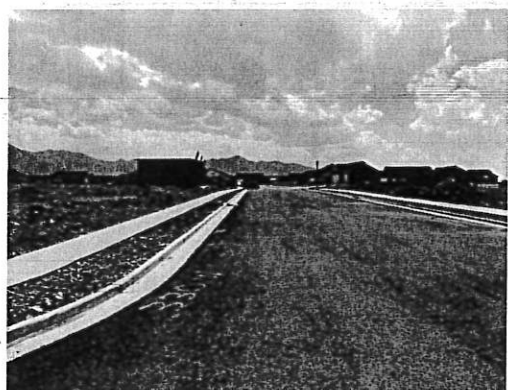
Date

TOOELE CITY CORPORATION
90 NORTH MAIN
TOOELE, UTAH 84074
(435) 843-2130



Certificate of Completion of Public Works
(Start of One-Year Warranty)

Permit No: P19-67
Page 2 of 2



Dave Gillette

From: Steve Evans
Sent: Tuesday, October 6, 2020 2:19 PM
To: Dave Gillette
Cc: Jim Bolser
Subject: Re: Start of Warranty Sunset Estates Phase 8

Dave,

This will be interesting. I'm currently in available for the next 12 days to return to the office. Please proceed without my signature as required in the time less than that. Thanks,

SteveE.

Sent from my iPad

On Oct 6, 2020, at 2:08 PM, Dave Gillette <DGillette@tooelecitecity.org> wrote:

All, attached is the Certificate of Completion of Public Works for Sunset Estates Phase 8 at 400 West 2400 North. The Developer has requested that the Start of Warranty begin. Will you all please come to the Community Development Department and sign this. Lisa Carpenter will have the original copy.

Thank you

David K Gillette

Tooele City Building Official

davidg@tooelecitecity.org

435-843-2130

<image001.jpg>

<sharp@tooelecitecity.org_20201006_135427.pdf>

TOOELE CITY CORPORATION

RESOLUTION 2020-84

A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE LAMBERT RESIDENCE.

WHEREAS, Tooele City previously approved the Lambert Residence building permit and site plan (the "Project"); and,

WHEREAS, Tooele City Code §7-11-13 and §7-19-35 require that public improvements constructed in connection with an approved site plan or subdivision be accepted by Resolution of the City Council following verification by the City Engineer or the Director of Public Works that all the public improvements have been satisfactorily completed in accordance with the approved engineering plans and specifications and City standards; and,

WHEREAS, Tyson and Laura Lambert, have provided a proper bond agreement and warranty bond to Tooele City for the Project's public improvements, dated July 9, 2020, in the warranty amount of \$1,539.00; and,

WHEREAS, Tooele City bond agreement forms contain the following language:

under the Tooele City Code, the Improvements must be completed, inspected, and accepted prior to the issuance of a building permit for the land use approval or prior to the recordation of a subdivision final plat, as the case may be, except that a subdivision final plat may be recorded prior to the completion, inspection, and acceptance of the Improvements where the Applicant has completed an approved bond agreement and provided an associated bond;

and,

WHEREAS, the required verification that all of the Project's public improvements have been completed has been provided by way of the Certificate of Completion of Public Works, dated October 21, 2020, attached as Exhibit A; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL as follows:

1. The completed public improvements associated with the Lambert Residence are hereby accepted, those improvements being reflected in the Bond Agreement, dated July 9, 2020, and the Certificate of Completion, dated October 21, 2020, attached hereto as Exhibit A; and,
2. The one-year warranty period on all public improvements accepted by this Resolution shall begin on the date of its approval, November 4, 2020.

This Resolution shall become effective immediately on the date of approval, without further publication, by authority of the Tooele City Charter.

Approved this ____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING:

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Certificate of Completion of Public Works

TOOELE CITY CORPORATION
90 NORTH MAIN
TOOELE, UTAH 84074
(435) 843-2130



Certificate of Completion of Public Works

(Start of One-Year Warranty)

Date: 10/20/2020

Permit No: P20-297	Public Work Elements	Completed	Not Required
Project Name: Lambert Residence	Culinary Water	☐	☒
Address: 152 West 400 South	Water Services initial	☐	☒
Tooele Utah 84074	Secondary Water Sewer	☐	☒
	Storm Drain / Pond	☐	☒
	Roads	☐	☒
Owner/Developer: Tyson Lambert	Curb & Gutter	☒	☐
533 Dristena Way	Sidewalk	☒	☐
Grantsville Utah 84029	Street Lights	☐	☒
	Landscaping	☐	☒
	Other:	☐	☒

* Note: The above Public Work Elements are general in nature. See Public Works for detailed descriptions and comments:

Based upon review of documentation provided by the Developer/Owner, inspection records on file with the Community Development Department and upon site review, the above referenced public improvements for this project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards.

Recommended By	Title	Date
	Civil Inspector	10/20/2020
N/A	Water Services	
	City Engineer	10/20/2020
	Public Works	10/20/2020
	Community Development	10/21/2020

Acknowledged and Accepted

City Council, Chair

Date

TOOELE CITY CORPORATION
90 NORTH MAIN
TOOELE, UTAH 84074
(435) 843-2130



Certificate of Completion of Public Works
(Start of One-Year Warranty)

Permit No: P20-297
Page 2 of 2



Permit Type: Building Permit

Tooele, UT

90 N Main St
Tooele, UT 84074
<http://tooelecity.org/>

P Case #: P20-297

Date of Inspection: 10/20/2020

Inspected By: Alder, Brad

Address of Inspection: APN: 02-054-0-0002

152 W 400 S, TOOELE, UT 84074

Owner / Property Manager: _____

Occupant / Tenant: _____

Civil Inspection Report

Sewer

Status

Notes

Slope

Bedding

Manhole

Laterals

Other

Water

Status

Notes

Valves

Thrust Blocks

Hot Taps

Water Laterals

Meter Vault

Other

Storm Drain

Status

Notes

Size

Bedding

Manhole

Inlet Boxes

Other

Roadway

Status

Notes

Deflection

Road Base

Grade

Curb and Gutter

Approved

Sidewalk

Approved

ADA Ramps

Monuments

Other

Signs/Miscellaneous

Status

Notes

Street Signs

Landscaping

Street Lighting
Property Markers
Utility Marks in Curb
Other

Start of Warrant Inspection

Status

Notes

Final

Contractor Questions

Status

Notes

Status: Pass

Comments:

New sidewalk installed on 400 south side of property as per Tooele City standards. Repairs made to existing curb and gutter in compliance with applicable city standards. No faults noted.



Signature:

Date: 10/20/2020

TOOELE CITY CORPORATION

RESOLUTION 2020-85

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A PAY-PER-USE, SERVICE, AND SUPPLY CONTRACT WITH LES OLSON COMPANY.

WHEREAS, the City's Administrative Departments utilize numerous printers and copiers, each Department funding its own maintenance and supply costs, through several vendors and suppliers; and,

WHEREAS, the City Administration recommends moving all printer and copier maintenance and supply matters under a single reputable supplier/vendor to reduce maintenance and supply costs, to reduce in-house tech support costs, to ensure consistency of supply quality, and to maximize printer and copier performance and longevity; and,

WHEREAS, Les Olson Company has submitted a three-year contract and cost proposal for maintenance and supply services for an estimated cost of \$11,572 annually (based on current monthly usage), or \$34,717 over three years, which represents a savings of approximately 45% (see Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Pay-per-Use, Service, and Supply Contract and cost estimate materials attached as Exhibit A are hereby approved and that the Mayor is hereby authorized to execute the Contract.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2020.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Les Olson Company
Pay-per-Use, Service, and Supply Contract, Cost
Schedules, and Correspondence



LES OLSON COMPANY

Account Rep: Mike Henry

CONTRACT # 01-TOOCI-1
As per State of Utah NASPO
Contract #AR455

PAY-PER-USE | SERVICE | SUPPLY CONTRACT

Sold To:

Tooele City

Customer Name "Customer"

90 N Main St

Address

Tooele

UT

City

State

ZIP 84074

01-TOOCI

Customer ID

Contact

Phone Number

Purchase Order Number

CONTRACT DESCRIPTION	MONO RATE	BLACK ON COLOR RATE	COLOR RATE	TERM
MPS Rates	SEE SCHEDULE A			
All pages will be billed at the MPS rates indicated on the attached Schedule A. Billing for the full term of the 36 month contract will occur monthly based on actual page usage.				
Additional contract details:				
This contract covers all Customer-owned printers listed on the attached Schedule A.				
ADVANCE PAYMENT		\$	Apply to 1 st payment Other	36 Month Contract

The pricing above and terms of this agreement are quoted based on Les Olson Company (LOC) supporting all eligible printers within the organization and does not include any I.T./Network support. All printers of a similar model type must be supported unless an exception is given. Printers may be added at any time, assuming they are supported by LOC. Printer types not included in this agreement will be priced at the corresponding rate as they are added. There will be no charge to add printers unless they require paper or display 'toner low'. If a display shows 'toner low', LOC will invoice the standard price of the cartridge upon setup. For color printers, any additional cartridges beyond the first cartridge that are 'toner low' upon setup will be invoiced at agreed pricing. In the case that upfront printer repairs are needed, an estimate will be provided and the repair must be completed prior to the printer's enrollment in the program. As part of this comprehensive Contract the Customer to allow the installation of the LOC Onsite managed print services software (installed as a service to run on a server or dedicated PC).

LOC will provide the following services:

#4 LOC Premier: Covers everything except paper & staples (Section 9).

INCEPTION DATE

- ✓ Toner Cartridge replacement
- ✓ Required Maintenance Kits
- ✓ Parts and Labor for all covered units
- ✓ Free supply delivery

- ✓ Automated Meter Gathering
- ✓ Complete Data Reports as Requested
- ✓ Loan Machines available
- ✓ Quarterly Business Reviews

By signing, you understand and agree to the Terms and Conditions: Signed

Date:

Print

Title

Accepted by Les Olson Company: Signed

Title

Date:

See the Terms and Conditions on the reverse side.

MANAGED PRINT SERVICE AND SUPPLY CONTRACT
TERMS AND CONDITIONS

Tooele City Attorney

1. Service calls under this Contract shall be made by Les Olson Company (LOC) during LOC's normal business hours. Service at times other than during LOC's normal business hours shall be furnished on Customer's request and at LOC's established labor and travel charges in effect at the time such service work (if available) is performed. Standard Business Hours are 8:00 a.m. to 5:00 p.m. MST for Utah locations, and PST for Nevada locations.
2. LOC can remove printers from this Contract if they are sold, transferred to locations outside the LOC service area, or otherwise removed from service.
3. During Contract period, LOC will invoice, monthly and in advance, pages stated on the face of this Contract. Invoice terms are Net 30. All past-due invoices will accrue a finance charge of 1 1/2% per month (ANNUAL PERCENTAGE RATE 18%). Customer is responsible to pay reasonable attorney's fees and all collection costs. Upon each yearly anniversary of this Contract, pricing in effect may be increased by LOC. LOC also reserves the right to adjust pricing at any time during this Contract in response to mono page coverage above 7% and color page coverage above 30%.
4. During Contract period, LOC will provide, without charge, new or equivalent replacement parts on an exchange basis for parts which have been worn or broken through normal use. Unless covered by a maintenance agreement, all other parts furnished will be billed to Customer at LOC's published parts prices in effect at the time such parts are sold. See coverage type described on the face hereof.
5. Mileage may be charged for locations more than 100 miles from any LOC facility.
6. This Contract shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of service by personnel other than LOC personnel or use of supplies or parts other than supplies or parts meeting LOC's published supply or part specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the Customer at LOC's published rates for service work and published parts prices in effect at the time such service work is performed. Machine environmental condition location must be in compliance within manufacturer specifications.
7. If service work is required for issues beyond normal wear and tear (such as overhauls or remanufacture), LOC will submit a cost estimate for such service work. If such service work is authorized by the Customer, a separate invoice will be rendered therefor.
8. The pricing on the face of this Contract is quoted based on LOC supporting all eligible printers within Customer's organization and does not include any I.T./Network support. All supported printers must be included unless an exception is given. Printers may be added at any time, assuming they are supported by LOC. There will be no special charges to add a new printer unless the printer indicates a "toner low" status. If a printer indicates such a status, LOC will invoice the standard price of the cartridge upon inclusion. Devices added to this Contract may be subject to parts and labor charges for the first 30 days of their inclusion (for pre-existing service conditions). Toner will be supplied at no charge from inception date stated on Contract face.
9. All labor and materials, including any necessary replacement parts, will be furnished for equipment covered by this Contract, during the Contract term without charge, except for the following:
 - (a) MFP devices which utilize scanning technology, which may be billed separately for scans;
 - (b) Network installation and coordination, which will be billed separately;
 - (c) Font cartridges, firmware upgrades, third-party SIMM/DIMM accessories, and all external interface cards; and
 - (d) Paper or staples and other finishing supplies.
10. CUSTOMER ACKNOWLEDGES THAT LOC LIABILITY IS LIMITED TO THE REPLACEMENT OF PARTS AND/OR EQUIPMENT SERVICED BY LOC.
11. This Contract may not be assigned or transferred by Customer without LOC Management approval.
12. This Contract does not include applicable taxes. All taxes levied or imposed by any governmental authority, now or hereafter, shall be timely paid by the Customer.
13. This Contract, consisting of both sides of this page and attached Schedule A, constitutes the entire agreement between the Customer and LOC regarding LOC's service. The provisions hereof shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms and conditions of any order submitted by the Customer regarding LOC's service.
14. The term of this Contract is stated on the face hereof. Unless Customer, sixty days prior to the expiration of this Contract, notifies LOC in writing of its intentions to terminate this Contract at its expiration date, this Contract will automatically renew at the same payment amount for consecutive 30-day periods from its expiration date without the necessity of execution of any further instrument or document.
15. Pricing and other proprietary or sensitive competitive information provided by LOC is considered confidential, and Customer agrees to keep such information confidential and not divulge the same to any person or use it for any purpose.
16. This Contract may be terminated by either party for lack of performance with 30 day's written notice. Upon contract cancellation, all supply items intended to be utilized under the terms of this contract will be returned to LOC or invoiced to Customer at prevailing LOC standard pricing.
17. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, LOC DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
18. LIMITATION OF LIABILITY. LOC'S TOTAL LIABILITY UNDER ALL PROVISIONS OF THIS CONTRACT WILL BE LIMITED TO THE TOTAL PAYMENTS RECEIVED FROM CUSTOMER UNDER THIS CONTRACT. IN NO EVENT WILL LOC BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LOC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This Agreement shall be construed in accordance with the laws of the State of Utah

Current Condition (Hard Costs Only)

Make	Model	Serial Number	ID #	IP	Location	Mono Average Monthly Volume	Color Average Monthly Volume	Total Average Monthly Volume	Mono C/P	Color C/P	Average Monthly Cost (Hard Costs only)	Recommendation	Model	Mono C/P	Color C/P	Average Monthly Cost (Hard & Soft Costs)	Remarks
BROTHER	HL-L6200DW series	U641818H9627654		172.16.5.111	Mayor's Area - Kern Pavilion - City Bldg 2nd Flr	780	0	780	\$ 0.0300	\$	23.40	Redeem	HP M602	\$ 0.0025	\$	33.15	
BROTHER	HL-L6400DW series	U64185C9N487417		172.16.5.174	Assistant Finance Director - City Bldg 1st Flr	1318	0	1318	\$ 0.0120	\$	35.59			\$ 0.0010	\$	13.18	
BROTHER	MFC-L6500DW series	U64221H8N83956		172.16.5.212	Railroad Museum	63	0	63	\$ 0.0281	\$	2.63			\$ 0.0013	\$	3.99	
BROTHER	MFC-L6900DW series	U64203AN996855		172.16.5.154	Recorder's Office - Michelle - City Bldg 2nd Flr	121	0	121	\$ 0.0341	\$	2.53			\$ 0.0043	\$	34.56	
BROTHER	MFC-L6810C/D series	U6465C0L609098		172.16.5.123	Recorder's Office - Michelle - City Bldg 2nd Flr	38	0	38	\$ 0.1765	\$	41.03			\$ 0.0046	\$	47.79	
BROTHER	MFC-L6810C/D series	U6465C0L609098		172.16.5.123	Cemetery	85	0	85	\$ 0.0392	\$	28.40			\$ 0.0046	\$	33.01	
BROTHER	Color LaserJet 5000	U6465C0L619825		172.16.5.186	Waiter Treatment - SCADA	0	142	142	\$ 0.1765	\$	34.92			\$ 0.0046	\$	47.79	
BROTHER	Color LaserJet 5000 Series	CN18B71972		172.16.5.187	Attorney's Office	0	267	267	\$ 0.0329	\$	75.28			\$ 0.0046	\$	33.01	
BROTHER	Color LaserJet M4520n	YVNB3K12921		172.16.5.108	Police Dept. Investigations - 50 N Garden St	112	628	740	\$ 0.0300	\$	301.20	Redeem	HP M651	\$ 0.0172	\$ 0.0650	95.92	
BROTHER	Color LaserJet M4520n	CNBBG3M24G		172.16.5.107	Police Dept. Admin Suite - 50 N Garden St	696	1280	1976	\$ 0.0520	\$	68.44			\$ 0.0100	\$ 0.0650	25.50	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.161	Mayor's Assistant - Shilo Baker - City Bldg 2nd Flr	35	251	286	\$ 0.0468	\$	47.67			\$ 0.0025	\$ 0.1416	7.27	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.165	CTC - Shilo - City Bldg 2nd Flr	13	40	53	\$ 0.0468	\$	9.60			\$ 0.0025	\$ 0.1416	7.27	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.165	Animal Shelter	502	510	1012	\$ 0.0520	\$ 0.2316	133.10			\$ 0.0025	\$ 0.1416	42.94	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.162	Depot Building	245	261	506	\$ 0.0559	\$ 0.2316	74.67			\$ 0.0025	\$ 0.1416	3.15	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.162	Community Dev Director - City Bldg 30 N Main St #108	246	0	246	\$ 0.0288	\$	7.43			\$ 0.0022	\$ 0.1416	86.19	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.178	City Pro Office	47	624	671	\$ 0.0468	\$ 0.1851	117.69			\$ 0.0026	\$ 0.1416	1.07	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	11.75	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	95	70	165	\$ 0.0468	\$ 0.1851	34.10			\$ 0.0026	\$ 0.1416	6.49	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	22.71	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
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BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
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BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G		172.16.5.163	City Pro Office	70	142	212	\$ 0.0468	\$ 0.1851	30.71			\$ 0.0026	\$ 0.1416	23.31	
BROTHER	Color LaserJet M4760n	CNBBG3M24G															

Schedule A

Model	Location	GL Codes	Serial Number	IP Address	Mono Rate	Color Rate	LOC ID/Notes
Brother HL-L6200DW series	Mayor's Area - Kami Perkins - City Bldg 2nd Flr		U64181H9N627654	172.16.4.111	\$ 0.0425		
Brother HL-L6400DW series	Assistant Finance Director - City Bldg 1st Flr		U64185C9N487417	172.16.5.174	\$ 0.0425		
Brother MFC-L5700DW series	Aquatic - Room 110 Josh		U64238C9N126640	172.16.15.13	\$ 0.0473		
Brother MFC-L5850DW series	Railroad Museum		U64221H8N833956	172.16.20.212	\$ 0.0473		
Brother MFC-L5900DW series	Recorder's Office - Michelle - City Bldg 2nd Flr		U64203A9N996855	172.16.5.154	\$ 0.0473		
Brother MFC-L8610CDW series	Cemetery		U64645C0J508098	172.16.16.123	\$ 0.0446	\$ 0.2058	
Brother MFC-L8610CDW series	Water Treatment - SCADA		U64645D0J518825	172.16.18.46	\$ 0.0446	\$ 0.2058	
HP LaserJet Pro MFP M225dw	Park Supervisor		CNB8H3249Q	USB	\$ 0.0324		
HP Color LaserJet 3600	Attorney's Office		CNTBB71972	172.16.5.157	\$ 0.0256	\$ 0.1198	
HP Color LaserJet CP5520 Series	Golf Pro Assistant		JPCCD6V1TN	172.16.13.19	\$ 0.0249	\$ 0.0798	
HP Color LaserJet M452dn	Police Dept Investigations - 50 N Garden St		VNB3K12921	172.16.49.109	\$ 0.0260	\$ 0.1161	
HP Color LaserJet M452dn	Police Dept Admin Suite - 50 N Garden St		VNB3K12927	172.16.49.107	\$ 0.0260	\$ 0.1161	
HP Color LaserJet M452dn	Parks and Rec Golf Course Superintendent		VNG3M00098	172.16.1.28	\$ 0.0260	\$ 0.1161	
HP Color LaserJet MFP M476dn	Mayor's Assistant - Shilo Baker - City Bldg 2nd Flr		CNB8G7M24G	172.16.5.161	\$ 0.0265	\$ 0.1414	
HP Color LaserJet MFP M476dn	CTC - Stacy - City Bldg 2nd Flr		CNB8G8C5WR	172.16.5.155	\$ 0.0265	\$ 0.1414	
HP Color LaserJet MFP M477fdw	Animal Shelter		VNB8J61K38	172.16.18.43	\$ 0.0260	\$ 0.1161	
HP Color LaserJet MFP M281	Deputy Recorder - Cylee - City Bldg		VNB8NM343W2	172.16.5.181	\$ 0.0322	\$ 0.1343	
HP Color LaserJet MFP M281	Community Dev Business Licensing		VNB8NM8F3FN	USB	\$ 0.0322	\$ 0.1343	
HP LaserJet 2420	Community Dev - Lisa		CNGKJ29542	172.16.5.152	\$ 0.0122		
HP LaserJet color MFP M475dn	Community Dev Director - City Bldg 90 N Main St #108		CND8FCM1YZ	172.16.5.178	\$ 0.0256	\$ 0.1362	
HP LaserJet color MFP M475dn	Golf Pro Office		CND8FCSBC0	172.16.13.21	\$ 0.0256	\$ 0.1362	
HP LaserJet M401	Mayor				\$ 0.0153		To replace the costly Lexmark E260dn
HP LaserJet MFP M425dn	IT - City Bldg 2nd Flr		CND8F7V7ZN	172.16.5.150	\$ 0.0153		
HP LaserJet MFP M425dn	Admin Front Office - City Bldg 2nd Flr		CND8F9HC9G	172.16.5.163	\$ 0.0153		
HP LaserJet MFP M425dn	Cemetery		CNF8H2B4B9	172.16.16.200	\$ 0.0153		
HP LaserJet 4200	Finance - Meter Reader - City Bldg 1st Flr		CNBX136506	172.16.5.170	\$ 0.0101		
HP Color LaserJet M651	Library - Public Area		JPCCH6T10W	10.1.1.140	\$ 0.0172	\$ 0.0665	
HP Color LaserJet M651	Library - Back Area		JPCCH4N0XG	172.16.14.45	\$ 0.0172	\$ 0.0665	Planning to get rid off after toner is used - Redeploy
HP LaserJet M402dn	Golf Course		PHBQD47103	172.16.13.36	\$ 0.0192		
HP LaserJet M602	Library - Back Area		CNDCH1F1CW	172.16.14.41	\$ 0.0100		Planning to get rid off after toner is used - Redeploy
HP LaserJet M604	Finance - Crystal City Bldg 1st Flr		CNDJC7T0LX	172.16.5.172	\$ 0.0120		
HP LaserJet M604	Finance Director - City Bldg 1st Flr		CNBXC2X0ZS	172.16.5.173	\$ 0.0120		
HP LaserJet M605	Library - Public Area		CNDCK4R167	10.1.1.141	\$ 0.0092		
HP LaserJet MFP M426fdn	Aquatic - Front Desk		PHBLD96PZ	172.16.15.12	\$ 0.0192		
HP LaserJet P3005	Mayor's Office Area - City Bldg 2nd Flr		xxxxxxxxxxxx	172.16.5.160	\$ 0.0112		
HP LaserJet P3005	City Bldg		CNG1P01492	172.16.5.167	\$ 0.0112		
HP LaserJet P3005	Finance - Barbara		CNG1X08312	172.16.5.171	\$ 0.0112		
HP LaserJet Pro M501dn	Police Dept Patrol - 50 N Garden St		PHBTQ06269	172.16.49.80	\$ 0.0140		
HP LaserJet Pro M501dn	Police Dept IT - Doug - 50 N Garden St		PHBTR79621	USB	\$ 0.0140		
HP LaserJet Pro M501dn	Police Dept Evidence - 50 N Garden St		PHBTR79644	USB	\$ 0.0140		
HP LaserJet Pro M501dn	Police Dept Investigations Lt. - 50 N Garden St			USB	\$ 0.0140		Door locked, need S/N
HP LaserJet Pro MFP M521dn	Attorney's Office - City Bldg		CNB7F86BMB	172.16.5.156	\$ 0.0146		
HP LaserJet Pro MFP M521dn	Finance - Kacie Milne-Jones - City Bldg 1st Flr		CNCKK646HP	172.16.5.169	\$ 0.0146		
Sharp MX-2300N	Recorder's Office - City Bldg 2nd Flr		7505557600	172.16.5.151	\$ 0.0099	\$ 0.0633	12713

[illegible]

Michelle Pitt

From: Rob Bussell <rbussell@lesolsoncompany.com>
Sent: Friday, October 23, 2020 4:56 PM
To: Michelle Pitt
Subject: RE: Managed Print Service

Michelle,

Thank you for asking that question. The \$34,717.15 is just an estimated amount that Tooele City would pay over 36 months for the service and supplies. It is based on a 30 day snapshot of your current monthly volume. You only pay for the prints/copies made after you've made them. Let's pretend that you signed the contract and for whatever reason you didn't print a single page in 36 months. Each monthly invoice would show \$0. Or, let's pretend that Braxton prints 1 page on his printer per month. The rate for his printer on the Schedule A is .0153. The monthly invoice would show his printer being billed at .0153 or just over a penny and a half. Oftentimes when organizations realize how the program works, they want to have as many printers on the program as possible. There have been instances that we literally bill \$0 or a nickel per month for some printers. We cover toner, parts and labor for machines even if they only print a nickel's worth a month. On the analysis sheet I emailed you, the left side shows the estimated monthly amount each printer is currently costing you per month (based on the 30 day snapshot of your print volume). The right side shows the new improved cost. Because we can provide toner and include parts and labor for less than what the city is spending on only toner, it makes sense to have as many printers as possible on the contract because the more you print, the more you'll save with us essentially. Please let me know if you have any other questions.

Enjoy your weekend!

Rob Bussell, Managed Print Specialist
(d) 801-303-4015 | (o) 801-486-7431 | lesolson.com
Your Office Technology Partner
3244 South 300 West | Salt Lake City, Utah



From: Michelle Pitt <MPitt@TooeleCity.org>
Sent: Friday, October 23, 2020 3:25 PM
To: Rob Bussell <rbussell@lesolsoncompany.com>
Subject: RE: Managed Print Service

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Thanks for getting this to me so quickly. Let me make sure that I understand – do we pay the proposed \$34,717.15 for 3 years (for the service and supplies), PLUS a monthly amount for pages printed?

Michelle Pitt

From: Rob Bussell <rbussell@lesolsoncompany.com>
Sent: Friday, October 23, 2020 2:53 PM
To: Michelle Pitt
Cc: Mike Henry
Subject: RE: Managed Print Service
Attachments: Tooele City MPS Service Agreement 10 23 2020.pdf; Tooele City analysis 10 23 2020.xlsx

Good afternoon and Happy Friday Michelle!

I have attached the new Schedule A with the equipment below removed as requested. The 2 devices to add were already on the Schedule A. I also attached the analysis sheet to show the estimated monthly savings of \$777 or \$27,972 over 36 months. The contract is the same as the last modified one with one exception, the "this is a non-cancelable contract" was removed as requested. You might want to let the Council know to keep in mind that the amount billed each month will vary based on the actual pages printed multiplied by the corresponding rates on the Schedule A for each device. You can always add or remove devices throughout the contract. If a device doesn't print one month, then it will show \$0 billed for that month. Mike and I are happy to attend the meeting to answer questions if needed.

Thanks and have a great weekend!

Rob Bussell, Managed Print Specialist
(d) 801-303-4015 | (o) 801-486-7431 | lesolson.com
Your Office Technology Partner
3244 South 300 West | Salt Lake City, Utah



From: Michelle Pitt <MPitt@TooeleCity.org>
Sent: Friday, October 23, 2020 1:58 PM
To: Rob Bussell <rbussell@lesolsoncompany.com>
Cc: Michelle Pitt <MPitt@TooeleCity.org>
Subject: Managed Print Service

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We have been through the list you guys provided, and found that we need to make some changes. Please take these printers off the list:

Brother	MFC-L4800DW Series	U64201F7N489126	Maintenance shop
HP	Laser jet color m451dn	CNDF289598	Paul Hansen
HP	laser jet M401dne	JPGFH34492	Public works
HP	laser jet MFP M425dn	CND8F937V5	water dept

TOOELE CITY CORPORATION

RESOLUTION 2020-86

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH WIDDISON TURBINE SERVICE, LLC, REGARDING CITY WELL 9A.

WHEREAS, the City Public Works Department recommends that the unused City Well 9A be formally abandoned (the "Project") according to State of Utah requirements, standards, and specifications so the well property can be sold or repurposed; and,

WHEREAS, the City solicited sealed bids for the Project, and the lowest responsive responsible bidder was Widdison Turbine Service, LLC ("Widdison"), in the amount of \$40,300 (see the bid tabulation attached as exhibit A); and,

WHEREAS, Widdison has done prior well-related projects for Tooele City, and has shown itself to be competent and reliable in performing those projects:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the form Agreement (attached as Exhibit B) is hereby approved for the Project with Widdison Turbine Service, LLC, in the amount of \$40,300, for the abandonment of City Well 9A, and that the Mayor is hereby authorized to sign the same on behalf of Tooele City.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2020.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Bid Tabulation

BID TABULATIONS

Alan Lang, Lang Equipment LLC

Description

- #1 Mobilization
- #2 Abandon well to State Specifications
- #3 Remove and dispose upper 10' of casing and

Widdison Turbine Service LLC

- #1 Mobilization
 - #2 Abandon well to State Specifications
 - #3 Remove and dispose upper 10' of casing and
-

Estimated Quantity	Unit	Bid Amount	Total Bid
1	LS	\$8,000.00	\$62,000.00
1	LS	\$46,000.00	
1	LS	\$8,000.00	
1	LS	\$2,500.00	\$40,300.00
1	LS	\$36,000.00	
1	LS	\$1,800.00	

Project Name
Abandonment of Well 9A

Date
Oct-20

Abandonment of Well 9A

Oct-20

Exhibit B

Tooele City Short Form Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and _____ [NAME] of _____ [ADDRESS], a(n) _____ [individual/company type], (hereinafter "Contractor") enter into this Agreement on the ____ day of _____, 20__ (the "Effective Date").

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of \$_____ for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by _____ [DATE].
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
 - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
- 7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
 - 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
 - 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney



UTAH RETIREMENT SYSTEMS POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

- ☐ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

Contractor Signature

Date

TOOELE CITY CORPORATION

RESOLUTION 2020-87

A RESOLUTION OF THE TOOELE CITY COUNCIL APPOINTING BRIAN ROTH TO THE ADMINISTRATIVE CONTROL BOARD OF THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.

WHEREAS, the Tooele City Council created the North Tooele City Special Service District ("District") on June 16, 1999, pursuant to Sections 17A-2-1301 through 17A-2-1332, Utah Code (since renumbered to U.C.A. Title 17D, Chapter 1); and,

WHEREAS, the aforementioned Utah Code sections allow for the establishment of an administrative control board ("Board") for the District, the powers of that Board being specified by the Utah Code and by the governing authority of the District, which is the Tooele City Council; and,

WHEREAS, the term of board members is generally four years (U.C.A. Section 17D-1-304); and,

WHEREAS, a vacancy exists on the Board, and Brian Roth has expressed an interest in serving on the Board:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Brian Roth is hereby appointed to serve as a member of the Administrative Control Board of the North Tooele City Special Service District, effective immediately, for a term ending December 31, 2024, as further indicated below:

Name	Term of Service	Length of Service
Jed Winder	01-01-18 to 12-31-21	since 03-19-08
Maresa Manzione	01-01-18 to 12-31-21	since 04-20-11
Jeff Hammer	01-18-17 to 12-31-20	since 01-18-17
Katrina Call	06-30-17 to 12-31-20	since 06-30-17
Amanda Graf	03-20-19 to 12-31-22	since 03-20-19
Kari Scribner	04-03-19 to 12-31-22	since 04-03-19
Travis Brady	08-16-17 to 12-31-20	since 08-16-17
Brian Roth	11-04-20 to 12-31-24	since 11-04-20

This Resolution shall become effective immediately upon passage without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2020.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2020-89

A RESOLUTION OF THE TOOELE CITY COUNCIL APPOINTING RACHEL HARRIS TO THE ADMINISTRATIVE CONTROL BOARD OF THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.

WHEREAS, the Tooele City Council created the North Tooele City Special Service District ("District") on June 16, 1999, pursuant to Sections 17A-2-1301 through 17A-2-1332, Utah Code (since renumbered to U.C.A. Title 17D, Chapter 1); and,

WHEREAS, the aforementioned Utah Code sections allow for the establishment of an administrative control board ("Board") for the District, the powers of that Board being specified by the Utah Code and by the governing authority of the District, which is the Tooele City Council; and,

WHEREAS, the term of board members is generally four years (U.C.A. Section 17D-1-304); and,

WHEREAS, Travis Brady's term will expire December 31, 2020, and he will be unavailable for reappointment, creating a vacancy on the Board, and Rachel Harris has expressed an interest in serving on the Board:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Rachel Harris is hereby appointed to serve as a member of the Administrative Control Board of the North Tooele City Special Service District, effective January 1, 2021, for a term ending December 31, 2024, as further indicated below:

Name	Term of Service	Length of Service
Jed Winder	01-01-18 to 12-31-21	since 03-19-08
Maresa Manzione	01-01-18 to 12-31-21	since 04-20-11
Jeff Hammer	01-18-17 to 12-31-20	since 01-18-17
Katrina Call	06-30-17 to 12-31-20	since 06-30-17
Amanda Graf	03-20-19 to 12-31-22	since 03-20-19
Kari Scribner	04-03-19 to 12-31-22	since 04-03-19
Brian Roth	11-04-20 to 12-31-24	since 11-04-20
Rachel Harris	01-01-21 to 12-31-24	Since 01-01-21

This Resolution shall become effective immediately upon passage without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2020.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

**Tooele City Council
Business Meeting Minutes**

Date: Wednesday, October 21, 2020

Time: 7:00 p.m.

Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:

Tony Graf
Scott Wardle
Melodi Gochis
Ed Hansen

City Council Members Excused:

Justin Brady

City Employees Present:

Mayor Debbie Winn
Jim Bolser, Community Development Director
Chief Ron Kirby, Police Department
Steve Evans, Public Works Director
Paul Hansen, City Engineer
Matt Johnson, Assistant City Attorney
Darwin Cook, Parks and Recreation Director
Shannon Wimmer, Finance Director
Michelle Pitt, City Recorder
Cylee Pressley, Deputy City Recorder

City Employees Excused:

Roger Baker, City Attorney

Minutes prepared by Kelly Odermott

Chairman Hansen called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Cylee Pressley, Deputy City Recorder.

2. Roll Call

Tony Graf, Present
Scott Wardle, Present

Melodi Gochis, Present
Ed Hansen, Present

3. Public Comment Period

Chairman Hansen opened the public hearing, there were no comments. Chairman Hansen closed the public comment period.

Council Member Graf stated he wanted to make comment as a citizen about the sacrifice of the Tooele City police officers. He referred to the incident the prior week which occurred in Tooele City. He wanted to commend the department for their professionalism. He began his career in domestic violence litigation and he shared where he was told his work was homicide prevention. He encouraged citizens in a domestic violence situation, reach out for help.

4. Public Hearing

a. Public Hearing and Motion on Ordinance 2020-40 An Ordinance of the Tooele City Council Amending the Adopted Tooele City Annexation Policy Plan for the Purpose of Identifying & Including One New Potential Expansion Area Into the Plan & its Accompanying Expansion Areas Mapping

Presented by Jim Bolser, Community Development Director

Mr. Bolser stated that this is an amendment to the Annexation Policy Plan which is different than an annexation. He gave an analogy a doctor's office and waiting room to explain the differences of the Annexation Policy Plan and an annexation. The Annexation Policy Plan is like the waiting room of a doctors office, while the annexation corresponds to meeting with the doctor.

Mr. Bolser stated that this an amendment to the existing Annexation Policy Plan which was adopted in 2010 and was revised in June 2020 to include three new areas H, I, and J. The City is in the process of updating the General Plan and this amendment is not an amendment to that General Plan. Should this be adopted, this will be included into the draft. This application would create a new area, Area K. It does not mean any property will or wont be annexed, but simply includes an area to have a conversation about future annexation. It does not obligate the City Council for annexation.

Mr. Bolser stated the process is outlined specifically in the state code. There needs to be an initial presentation in a public meeting with the Planning Commission, which happened on August 26, 2020. The state code then requires a minimum 10 day window for what the state code defines as affected entities, to provide written comment on the proposal. The Tooele City Planning Commission allowed a 21 day window, in which no written comment was received. The Planning Commission then held a public hearing, on September 23, 2020 and forwarded a unanimous positive recommendation. The City

Council is now holding a public hearing and after the public hearing the City Council can render a decision.

Mr. Bolser stated that the subject property is south of the existing Carr Fork subdivision, the west boundary of the property is Droubay Road and it is immediately north of Smelter Road. It is an undeveloped property and one developer has expressed interest in the property should it be annexed.

Chairman Hansen asked if there were any questions or comments from the Council.

Council Member Wardle asked about a draft letter in the documents if it was sent to the applicant? Mr. Bolser stated that it was. Council Member Wardle stated that there were a lot of shoulds which were not in the Birmingham Report, which is adopted. Is this putting the cart before the horse as the Council has not addressed the items yet which are in the letter. Mr. Bolser stated that he didn't believe the Council was. It is noted in the introduction section, it is an amendment to the adopted plan, the amendments have been drafted in the style of the current state law for Annexation Policy Plans. It was crafted to discuss generalized over-arching points, not specifics that would come through a formal process. This Annexation Policy Plan is a part of the General Plan which is a policy level document, but not a specific requirement level document. It is drafted specifically to say these are types of ideas that will need to be addressed, they should be addressed, and come a formal annexation proposal, they will be solidified in an Annexation agreement. Council Member Wardle gave some examples of the differences of language between the letter and the Birmingham report. There was a discussion about the difference in should and shall statements between Mr. Bolser and Council Member Wardle. Mr. Bolser stated that he did not believe the Birmingham Report and this proposal were making different suggestions, but there may be less detail in this proposal. Council Member Wardle asked if the Birmingham report was adopted? Mr. Bolser stated it was adopted in 2010. Council Member Wardle asked if it is still the report used? Mr. Bolser stated that it is the adopted policy until there is an amendment. Council Member Wardle stated that for the future, with the petitioner being deeply concerned with some of the language, it might be helpful to use the language in the report, and the plan that is proposed other than the shoulds to clarify what might happen in the future if an annexation is reviewed. Mr. Bolser stated he thought the reports read the same and the options were still valid in both reports. Council Member Wardle stated he did not agree.

Chairman Hansen opened the public hearing, there were no comments. Chairman Hansen closed the public hearing.

Council Member Wardle motioned to approve Ordinance 2020-40. Council Member Graf seconded the motion. The vote was as follows: Council Member Wardle, "Aye,"

Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Hansen, "Aye."
The motion passed.

b. Public Hearing and Motion on Ordinance 2020-44 An Ordinance of Tooele City Reassigning the Zoning Classification to the I Industrial Zoning District for Approximately 43.02 Acres of Property Locates at Approximately 2000 North 1200 West

Presented by Jim Bolser Community Development Director

Mr. Bolser stated this is the second application to a prior action. This an amendment to the Zoning Map. It is on the north side of the Bolinder Pit and to the south of Tooele County's trail system that runs from 1000 North out to Deseret Peak. It is undeveloped, as are the properties around it. To the north and northeast are properties that are identified as LI Light Industrial and have the same ownership as the subject property. This is a follow-up appclaition to the a Zoning Map Amendment the Council approved a couple of meetings ago. As in the prior application, the properties were zoned to the same R1-7 Residential as this property. The R1-7 Residential was a holding zone from the settlement agreement to the Overlake lawsuit that was identified for properties that were undeveloped at the time until a specific use could be identified for the zone. If approved this application would change this property to the I Industrial zone, similar to the properties in the south and southeast. The Planning commission forwarded a unanimous positive recommendation.

Chairman Hansen stated this piece was discussed in a prior meting as it is an island of R1-7 residential within Industrial areas. Mr. Bolser stated that is correct. Chairman Hansen asked if there were any questions from Council, there were none.

Chairman Hansen opened the public comment, there were no comments. Chairman Hansen closed the public hearing.

Council Member Wardle thanked the Mayor for her work with Mr. Hall on this property.

Council Member Gochis motioned to approve Ordinance 2020-44. Council Member Graf seconded the motion. The vote was as follows: Council Member Wardle, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Hansen, "Aye." The motion passed.

5. Second Reading Items

a. Ordinance 2020-43 An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the (IS) Industrial Service Zoning District for

Approximately 130 Acres of Property Located Generally at 300 South 1200 West & 400 East 2200 North

Presented by Jim Bolser, Community Development Director

Mr. Bolser stated this was an ordinance that came in two parts, the first was the text for a new IS Industrial Service zone, which was approved at the prior meeting. The IS Industrial Service zone was to mitigate disparities between the LI Light Industrial and I Industrial zones. There are two areas under consideration with a north area and south area. The north area is on the east side of Main Street and north of 2000 North. The south area is along 1200 West. The north area is currently zoned LI Light Industrial and the south area is a mixture of LI Light Industrial and I Industrial. There was a question at the last meeting about this amendment. In the north area the rezone will change a large portion of the area to IS Industrial Service from the LI Light Industrial zone and rezone land between SR-36 and 400 East to the GC General Commercial zone. The properties between SR-36 and 400 East currently have dual zoning of GC General Commercial and LI Light Industrial and this ordinance will put the properties under only the GC General Commercial. There is one property along main Street, SR-36 that is for a self storage facility and there were specific conditions placed on that application when it came for for its own rezone. This ordinance will rezone that property to the IS Industrial Service zone and will place the specific conditions from the approval in early 2020 in the new ordinance. The entire south area would be rezoned to the IS zone.

Mr. Bolser stated that there were questions from the prior meeting, one being the differences in the GC General Commercial and IS Industrial Service zone and if there needed to be specific language in the ordinance? In reviewing with City legal counsel, staff is comfortable that the ordinance prepared is sufficient in its wording.

Chairman Hansen asked the Council for any questions and comments.

Council Member Wardle thanked the staff for their work. It helped expand on the traditions of the City and that they can change. Mr. Bolser stated he wanted to express appreciation for the question and it was helpful to ensure they are doing it properly.

Council Member Gochis asked if there were any comments from the property owners on the change in zoning? Mr. Bolser stated notifications were made as required and there was only one comment, that expressed indifference.

Council Member Graf motioned to approve Ordinance 2020-43. Council Member Gochis seconded the motion. The vote was as follows: Council Member Wardle, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Hansen, "Aye." The motion passed.

6. First Reading Items

a. Resolution 2020-79 A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Completed Vinyl Fence Public Improvement Associated with the Copper Canyon Phase 9 Subdivision

Presented by Paul Hansen, City Engineer

Mr. Hansen stated two weeks ago the public improvements were approved for the Copper Canyon Phase 9 by resolution. There was one exception in that resolution and that was a vinyl fence. The fence was not complete at that time, but the improvements were advanced for approval as the fence is not a typical improvement. In this case, where there is a development agreement, the City does claim ownership to that fence. The fence has been completed. The vinyl fence is on the south and east sides of Tooele Boulevard. The acceptance of the fence would complete all improvements and the resolution of the fence is back dated two weeks, to the original resolution for the one year warranty.

Council Member Gochis motioned to approve Resolution 2020-79. Council Member Graf seconded the motion. The vote was as follows: Council Member Wardle, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Hansen, "Aye." The motion passed.

b. Minor Subdivision Request by SR-36 Self Storage, LLC to Subdivide 14.92 Acres into Lots at Approximately 2035 North 400 East in the LI Light Industrial and GC General Commercial Zoning Districts.

Presented by Jim Bolser, Community Development Director

Mr. Bolser stated the property in question is on the east side of Main Street between Main Street and 400 East on the north side of 2000 North. It is a single parcel that stretches from 2000 North to 2200 North. The zoning is now IS Industrial Service and GC General Commercial with the ordinance passed earlier this evening. There is a self storage facility going in. It is one piece of property and there needs to be a separation so the north piece of property can be sold. The northern portion would be zoned GC General Commercial. The self storage will be on the south end of the property. Mr. Bolser stated that there needed to be clarification as this is being brought forward as a minor subdivision. There is a notation on the plat, that specifies that the rights-of-way are being dedicated to Tooele City. Typically, a right-of-way dedication is a conditional that eliminates an application as a minor subdivision. In this case the notation is a requirement of the Tooele County Surveyor and Records Offices, however there is no dedication needed. The road ways were dedicated to Tooele County when the property was still under their jurisdiction. When the City annexed this area the roads became the jurisdiction of the City but they are dedicated. There are no new dedications of new

property and qualifies as a minor subdivision. The Planning Commission has heard this and forwarded a unanimous positive recommendation.

Chairman Hansen asked if there were any comments or questions from the Council, there were none.

Council Member Gochis motioned to approve the minor subdivision. Council Member Wardle seconded the motion. The vote was as follows: Council Member Wardle, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Hansen, "Aye." The motion passed.

c. Resolution 2020-80 A Resolution of the Tooele City Council Approving an Agreement with Acme Construction Inc. for the 2020 Seventh Street Sidewalk Improvement Project

Presented by Paul Hansen, City Engineer

Mr. Hansen stated there is a segment of 7th Street from Utah Avenue to Oquirrh Avenue, within this segment of roadway the east side is missing a sidewalk. This is a designated safe route to school access point for students walking to schools south of Vine Street. Tooele City in cooperation with Tooele County partners submitted an application to UDOT to receive funding through the Safe Routes to School Projects. Tooele City received approval approximately two years ago and now funds are available for spending. The funds would fully pay for the cost of the project. The property is dedicated right-of-way. Tooele City put the project out for bid and two bids were received. The bids were advertised for a two week period as required by City policy and advertised to the state website. One of the conditions in the bid was that the sidewalk be completed by the end of November. The lowest, apparent, responsible bidder is Acme Construction in the amount of \$54,603.75. Staff is also asking for a contingency of \$2,700 to account for unanticipated conditions.

Chairman Hansen asked council if there were any comments or questions.

Council Member Graf stated that he likes sidewalks coming in for the school kids.

Chairman Hansen stated it is a great project.

Mayor Winn stated that Melaena Toohey with the Tooele County Health Department wrote the grant and she thanked her for her work.

Council Member Graf motioned to approve Resolution 2020-80. Council Member Gochis seconded the motion. The vote was as follows: Council Member Wardle, "Aye,"

Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Hansen, "Aye." The motion passed.

d. Resolution 22020-81 -A Resolution of the Tooele City Council Approving an Agreement with SKM, Inc, for Upgrade of Scope of Work of Maintenance Services of the City's Municipal Culinary Water & Water Reclamation Systems' Supervisory Control & Data Acquisition System (SCADA")

Presented by Steve Evans, Public Works Director

Mr. Evans took a minute to introduce the new waste water superintendent, Mr. Jamie Grandpre. Mr. Grandpre said a few words. The City Council Members welcomed him to the city.

Mr. Evans stated that part of the resolution tonight is for a part of the facility that was built 25 years ago. There have not been any upgrades to the computer system on a system that has a 15 year shelf life. The SKADA at the plant will give information at the plant, all automation and gives calls alarms if there is an issue at the plant. This is an approval for proceeding with the upgrade, with a projected total of \$218,450.

Chairman Hansen asked if this was in the budget? Mr. Evans stated that this is the start of the spending for the \$2 million that was appropriated for the plant.

Council Member Wardle motioned to approve Resolution 2020-81. Council Member Graf seconded the motion. The vote was as follows: Council Member Wardle, "Nay," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Hansen, "Aye." The motion passed.

Chairman Hansen stated Council Member Wardle wanted to discuss covid funding. Council Member Wardle stated there was confusion over PPE funding and believed there should be funding for the PPE. He proposed that the committee take that out the PPE of the letter and extend the losses through September 30, 2020. Council Member Graf asked if this was noticed to be discussed as a Council? Council Member Wardle stated that this is not a resolution, ordinance, or policy and it can be looked at. Mr. Johnson stated he was standing in for the City Attorney and he had not reviewed the Open Public Meetings before the meeting. Council Member Wardle stated it is just a request for a board under the Council authority.

The Council had a brief discussion about the covid grants and funding. The decision was made that the grant guidelines should not be changed in the middle of the round due October 31, 2020 and review it further with the committee, with the committee coming back for more funding possibly. There will be covid money requests will be coming at future meetings.

7. **Minutes**

Minutes include October 7, 2020 Work Session and City Council Business Meetings.

Council Member Gochis motioned to adopt minutes. Council Member Graf seconded the motion. The vote was as follows: Council Member Wardle, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Hansen, "Aye." The motion passed.

8. **Approval of Invoices**

Presented by Michelle Pitt

An invoice in the amount of \$65,000, to Broken Arrow, for an open PO on road salt. They have the state contract.

Council Member Gochis motioned to approve invoices. Council Member Graf seconded the motion. The vote was as follows: Council Member Wardle, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Hansen, "Aye." The motion passed.

9. **Adjourn**

Chairman Hansen adjourned the meeting at 7:59 p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this 4th day of November, 2020

Ed Hansen, Tooele City Council Chair

**Tooele City Council
Work Session Meeting Minutes**

Date: Wednesday, October 21, 2020

Time: 5:30 p.m.

Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:

Tony Graf
Melodi Gochis
Scott Wardle
Ed Hansen

Council Members Excused:

Justin Brady

City Employees Present:

Mayor Debbie Winn
Jim Bolser, Community Development Director
Chief Ron Kirby, Police Department
Steve Evans, Public Works Director
Paul Hansen, City Engineer
Darwin Cook, Parks Department Director
Matt Johnson, Assistant City Attorney
Shannon Wimmer, Finance Director
Michelle Pitt, City Recorder
Cylee Pressley, Deputy City Recorder

City Employees Excused:

Roger Baker, City Attorney

Minutes prepared by Kelly Odermott

Chairman Hansen called the meeting to order at 5:30 p.m.

1. Open City Council Meeting

2. Roll Call

Tony Graf, Present
Melodi Gochis, Present
Scott Wardle, Present
Ed Hansen, Present

3. Mayor's Report

Mayor Winn stated that there has been some good reports on sales tax amounts. The Council has previously approved a 1.8% COLA for the employees, to be paid if the City revenues were able to support the payout. Previously the COLA was estimated to cost \$180,000. With the steady numbers of sales tax amounts, there are funds to cover the COLA. The COLA will be implemented on November 1, 2020 and the total cost for the final part of the fiscal year is \$120,000.

Mayor Winn stated she is thrilled, honored and appreciative of the City police officers. There was a situation during the prior week, for 6 hours and the police officers carried out their jobs with dignity, and professionalism. The staff of the City is appreciative of the help they received from Tooele County, Grantsville City, and Utah Highway Patrol. Mayor Winn expressed sympathy to the victims that were involved in the event.

Chairman Hansen stated he appreciated the work by the police officers.

4. City Council Members' Report

Council Member Wardle stated there have been some discussions about social issues that have been taking place in the community. A resolution was prepared for several of those items and the draft was given to the Council for review.

Council Member Graf stated he attended a ribbon cutting for Escape Studios. He also attended a training for use of force for peace officers, which was put on by the Utah Peace Officer Association and encouraged the other Council Members to attend it if they have a chance.

Council Member Gochis stated she attended the Tooele City Arts Council meeting. She applied for a grant with CARES funding and they are waiting to hear back. The Arts Council has secured a virtual Christmas Concert that will most likely be on YouTube. Normally there is a live performance and that is no longer allowed. The date will Monday December 7th. She attended the COG meeting. The RDA has been invited by Colonel Gould to a site visit of Dugway Proving Ground. She stated she supported the Tooele City police officers for the work done with the difficult incident that occurred in the prior week.

Chairman Hansen stated the Council has an opportunity to get a new Council Member. He has worked with the staff to start the application process that will be through the City's ApplicantPro application software, which will start in November. He asked the Council Members to think of questions for the interview process.

5. City Council Discussion Items

▪ Pros of Ranked Choice Voting Presentation

Presented by Eric Gumbrecht & David May

Mr. Eric Gumbrecht and Mr. David May thanked the Council for the opportunity to present. They gave a brief presentation on the voting option of ranked choice voting.

The Council Members voiced their appreciation for the presentation and asked clarifying questions about the process, equipment, and costs of the ranked choice voting process. No decision was made.

▪ Equipment Requests

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook stated they are still gathering information on the forklift and lift truck. He brought information on the mower. Turf Equipment is the sole source vendor of Toro equipment in the region. He provided the Council with a non-state price for a greens mower which is approximately \$48,000. There was an invoice and lease option provided to the Council. He gave a brief overview of the three companies that sell this type of mower. The current mowers use interchangeable Toro heads.

Chairman Hansen stated it will cost \$2000 of interest to lease. Mr. Cook stated roughly. Chairman Hansen asked where the money to pay for this mower would come from? Mr. Cook stated he hoped this would be authorized through one time funds. Monies in the budget could be adjusted for the bucket truck.

Chairman Hansen asked how long a mower last? Mr. Cook stated the ones they have now are 12 to 15 years old and the City has spare heads. Chairman Hansen asked if the parts from the old mowers will fit on the new mower? Mr. Cook stated they will be using the old mowers for parts.

Council Member Wardle asked if it was a recommendation of a lease or a buy? Mr. Cook stated he was recommending a buy. Council Member Wardle stated he didn't want to pay this out of the Council's one time money, but recommended to take it out of the General Fund, fund balance.

Chairman Hansen stated that he was good with buying it and taking the money out of the General Fund.

Council Member Wardle asked what the total amount was for the purchase? Mr. Cook stated that the amount is \$38,481.99. Council Member Graf asked about the

costs of the mower heads and if the other companies could give bigger discounts? Mr. Cook stated that the parts are similarly priced, but their pieces are not interchangeable.

Council Member Gochis thanked Mr. Cook for the information.

The Council agreed to an invoice.

▪ **Land Use Map Amendment for Nehemiah Cottages**

Presented by Jim Bolser, Community Development Director

Mr. Bolser stated this is a new application and regards a piece of property that has been discussed for various purposes in the past. The property is a little more than 60 acres in the southwest corner of the community, immediately before the Army Depot property and west of residential development to the north and northwest side of SR-36. The property is zoned LI Light Industrial. Properties to the north are RD Research and Development and LI Light Industrial. Most of the RD Research and Development property is owned by the City and the City RDA as part of the Industrial Commercial Park area.

Mr. Bolser showed the Council on the screen, conceptual drawings submitted by the applicant for the intent of the property. The proposal is for a mixture of land uses of HDR High density residential, and MDR Medium density residential. This is property that has had discussion previously, historically the discussion have centered around the utility infrastructure and transportation infrastructure. There would be the impact of changing land uses with the interests of the properties immediately surrounding it. This Land Use Map Amendment proposal has now been submitted as a formal application and was being presented for information prior to the formal process.

Chairman Hansen asked about Tooele Boulevard and that is to the north of the property? Mr. Bolser stated what is built is to the north and there is a strip of property that runs along the east between the existing development and this property; that is an existing property owned by the City for Tooele Boulevard. It does not line up with Tooele Boulevard to the north. Some of the discussions that has happened in years past is whether there should be an exchange of property so the corridor goes along the west side of this property as is represented on the concept plan shown. Chairman Hansen asked if the road on the map was SR-36? Mr. Bolser stated it is not. This road on the south side of the property is a representations of possibly Mid Valley Highway should it come through. That roadway shown currently sits on Army property and would have to be negotiated. There is a need for an exit to the south for traffic. Chairman Hansen asked about

utility infrastructure and what is in place? Mr. Bolser stated that is part of the questions about the capacity to serve this area and does there need to be upgrades. Those have been discussed previously, but there has not been a formal decision as there has not been a specific study to determine the needs.

Council Member Gochis asked at who's cost is the study? Mr. Bolser stated there would be costs on the development, but that may need to be explored before the question could be answered. Chairman Hansen asked if the City owns the property to the north? Mr. Bolser stated the City owns a large portion of the property.

Council Member Wardle stated that he likes the variety of zones and there may be some new residential zones coming. He asked the developer who was in attendance how many total units was expected? The developer stated 650. Council Member Wardle asked for an email with types of product and numbers of units. Council Member Wardle asked about water. The developer stated they are shopping for water. The developer and Council Member Wardle had a discussion about the conceptual plans, zoning, and ideas of the property.

Chairman Hansen asked the developer and Council members to meet privately to have discussions about the development.

6. Closed Meeting
Litigation, Property Acquisition, and Personnel

Closed meeting was cancelled.

7. Adjourn

Chairman Hansen adjourned the public meeting at 6:46pm.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this 4th day of November, 2020

Ed Hansen, Tooele City Council Chair

DRAFT

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

10/26/20

DESCRIPTION OF EXPENDITURE:

VENDOR: TURF EQUIPMENT & IRRIG V# 00711

GREENSMaster 3320 TRIFLEX GREENS MOWER

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
MACHINERY & EQUIPMENT	10 4565 741000	38,500.00	0.00	38,481.99	18.01

*Budget amendment needed

REQUESTED 151 Darwin Cook
DEPARTMENT HEAD

REVIEWED Sharon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



P.O. Box 26903
Salt Lake City, UT 84126-0903
Phone: (801) 566-3256
Fax: (801) 566-5889

INVOICE

UPC VENDOR	INVOICE DATE	INVOICE NO.
000000		451068-00
P.O. NO.		PAGE #
GM3320 demo		1

CUST.#: 17120

SHIP TO: OQUIRRH HILLS GOLF COURSE
ATTN: BRIAN ROTH
1255 EAST VINE
TOOELE, UT 84074

CORRESPONDENCE TO: TEI
P.O. Box 26903
Salt Lake City, UT 84126-0903

BILL TO: CITY OF TOOELE

90 N. MAIN
TOOELE, UT 84074

INSTRUCTIONS		TERMS
		Net 10th Prx
SHIP POINT	SHIP VIA	SHIPPED
Turf Equipment		

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY BACK ORDERED	QUANTITY SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	04530 Greensmaster 3320 TriFlex Hybrid	1			EA	38481.99	38481.99
2	04626 NARROW WIEHLE ROLLER DPA	1			EA	0.00	0.00
3	04554 Light kit - Riding Greensmowers	1			EA	0.00	0.00
4	121-2260 REAR ROLLER SCRAPER KIT, 21"	3			EA	0.00	0.00
5	04655 DPA 14 Blade cutting unit - Triflex	3			EA	0.00	0.00
6	CM535-04530 TPP 04530 60mo/3500hrs	1			each	0.00	0.00
6	Lines Total	Qty Shipped Total		10		Sub Total	38481.99
						Invoice Total	38481.99
						Balance Due	38481.99

VENDOR # 00711

P.O. # 53735

DEPT. # 10-4565-741000

DATE 10/22/2020

AMOUNT \$ 38,481.99

SIGNATURE *[Signature]* 10-22-20

[Signature]
10-22-2020

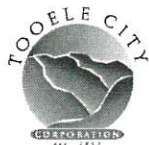
City Council Approval 10-21-2020

Cash Discount

0.00 If Paid Within Terms

Last Page

CONDITIONS OF SALE: It is agreed that title and ownership of above listed merchandise is to remain with Turf Equipment and Irrigation, Inc. until all such indebtedness and finance charges are fully paid. It is further agreed that the foregoing account is placed for collection, the purchaser agrees to pay reasonable attorney fees, costs, and interest. In the event the buyer defaults on payment of this sale, the buyer hereby irrevocably grants to the seller the right to enter at any time, with or without notice, any premises wherein the within described property may be located, to take possession of property. The buyer expressly waives any right or action that may accrue by reason of seller taking possession of property. ALL PAST DUE ACCOUNTS WILL BE CHARGED A FINANCE CHARGE OF 2% PER MONTH. THIS IS AN ANNUAL RATE OF 24%

**TOOELE CITY CORPORATION**

City Records Office
90 NORTH MAIN STREET
TOOELE, UT 84074
(435) 843-2110 FAX (435) 843-2119

PURCHASE ORDER**PO Number:** 53735**Date:** 10/22/2020**Request #:** REQ85805**Vendor #:** 00711

ISSUED TO: TURF EQUIPMENT & IRR
PO BOX 26903
SALT LAKE CITY, UT 84126-0903

SHIP TO: TOOELE CITY GOLF COURSE
77 N. DROUBAY ROAD
TOOELE, UT 84074

ITEM	UNITS	DESCRIPTION	UNIT PRICE	GL ACCOUNT NUMBER	EXTENDED AMOUNT
1	0	CUST# 17120 - GRN MSTR HYBRID, WIEHLE ROLLER	0.00	10-4565-741000	38,481.99

Approved By:

SUBTOTAL:	
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	38,481.99

1. Original invoice plus one copy must be sent to: Tooele City Corporation, 90 North Main Street, Tooele, UT, 84074.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase order numbers must appear on all shipping containers, packaging slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without written approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. The City is exempt from federal excise and state tax - ID# 11885616-002.

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

10/21/20

DESCRIPTION OF EXPENDITURE:

VENDOR: OWEN EQUIPMENT

V# 10012

WHIRLWIND 1 PURE VACUUM STREET SWEEPER W/SINGLE ENGINE AND DUAL SIDE BROOMS

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	78 4415 748000	286,546.00	0.00	303,817.00	(17,271.00)

*Remaining funds will come from 78-4415-731800

REQUESTED 13. Steve Evans
DEPARTMENT HEAD

REVIEWED Sharon Johnson
FINANCE DIRECTOR

APPROVED Debra G. Allen
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

Dear Council,

I have been asked if I could give some information on sweepers, old and new. Our old street sweeper was a 1999 Tymco 600 regenerative vacuum sweeper.

It had 747hrs. on the meter in June of 2004

It was put out of service in June of 2017 with 3508hrs. on the meter.

The cost of parts and maintenance through this time period was \$61,000

Our old sweeper was in rough condition at the end of its life and was not worth the cost of trying to revive it anymore. We had a bid of \$60,000 from Intermountain Sweeper to rebuild just the rear hopper portion of the unit but the chassis and drivetrain had more problems on top of that expense.

Street sweepers in general are a high cost maintenance item but the amount of work they can do for a City is beyond measure. They can do the work of many men with brooms and shovels that could take hours or even days, but could be done in a few minutes with a street sweeper. From 2017 we have had 4 different companies come out to Tooele and Demo their products for us. A couple of bids are from this time period. Prices continue to climb as we try to determine what course of action we are going to take to remedy the situation of keeping the streets of Tooele City clean from debris and leaves.

The sweeper that the Streets Department has chosen is an Elgin Whirlwind1 which is classed as a pure vacuum sweeper and that makes it slightly different from the regenerative air sweeper that the City used to own. However, it is still classed as an air sweeper under state contract MA636. This sweeper was recommended by the Owen Company because their thought was it would work better on our slightly crowned and patched roads because it has a center broom between the two suction heads that allow for more surface irregularities. A regenerative air sweeper recirculates the air inside the hopper and separates the debris and then back to the head again under pressure to help blast the dirt off of the road surface and then vacuum it up at the same time. The pure vacuum sweeper circulates the air under high vacuum from the pickup heads then through the hopper where it separates the debris and then exhausts the filtered air outside of the hopper much like a regular vacuum cleaner works in your household appliance. Both of these systems use a water system to help suppress the dust that is generated from the road surface. Both pure vacuum and regenerative sweepers create enough vacuum that they can have options like pickup hoses that can be used to suck the debris out of gutters and storm drain boxes, the mechanical sweepers do not have this capability because they are designed with brooms and conveyors to sweep and mechanically lift the debris up into the hopper and drop it off.

The sweepers that we have looked at over the last 3 years are:

Intermountain Sweeper brought out a used 500X regenerative air sweeper that had the capability to dump into the back of a dump truck. 2017 used in great condition price \$250,000. Intermountain Sweeper also has a lease / own option available.

Intermountain Sweeper brought out a 600 BAH regenerative air sweeper to test drive. 2017 price \$261,300. Intermountain Sweeper also has a lease / own option available

Enviro-Clean Intermountain brought out a Schwarze A7 Tornado regenerative air sweeper. I also went into Draper and went for a test drive on the side of I-15 with a State driver. 2017 price \$189,689. 2020 base price without options \$279,873

Cate Sales brought out a Johnston RT655 regenerative sweeper to test drive. 2017 price \$204,160. 2020 base price without options \$248,035

Owen Equipment brought out an Elgin Crosswind regenerative sweeper to test drive. 2017 price \$211,471. 2020 base price without options \$232,102

Owen Company brought out a Badger mechanical sweeper to test drive. 2020 base price without options \$211,528

Owen Company brought out a Broom Bear mechanical sweeper to test drive. 2020 base price without options \$253,327

Owen Company brought out a Whirlwind1 pure vacuum sweeper to test drive. 2020 base price without options \$276,262

Sincerely,

Scott Miller

Fleet Maintenance Supervisor

V # 10012



Presents a Proposal Summary
of the



ELGIN Whirlwind 1

Whirlwind 1 Pure Vacuum Street Sweeper with Single Engine and Dual Side Brooms
for

TOOELE CITY

October 19, 2020

1220 South Legacy View Street
Salt Lake City, UT 84104

Phone: (801) 975-0400
Fax: (801) 975-7567



ELGIN WHIRLWIND 1: 8.0 Cu. Yd. Hopper, Right and Left Side Brooms, Sweeper Is Powder Coated from Powder Coatings Chart 2003/N with Powder Coated Gray Undercarriage, Mounted to a 2021 Freightliner M2 Chassis, And Includes the Standard Features Listed Below:

STANDARD FEATURES

- Alternator, 160 amp
- Backup Alarm, Federal Signal electric
- Blower, Steel with rubber lined housing
- Brooms, hydraulic rotation
- Brooms, Dual with side broom lights for night operation
- Broom Measurement Ruler
- Console, w/rocker switches for all sweep functions, with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel lever indicator, water level gauge and warning lights for hopper pressure controls and manual reset circuit breakers
- Doors, access fiberglass doors provide easy service and maintenance on auxiliary engine, hydraulic and electrical system
- Electronic Throttle, sweep resume/sweep transport/reverse pick-up
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external controls.
- In-Cab Hopper Dump
- LED Clearance Lights
- Lights, rear clearance, and rear identification
- Sweeper operators manual
- Sweeper parts manual
- Suction Nozzles pick-up area 174 square inch with 32-inch suction nozzle
- Spray nozzles, seven (7) in the suction nozzle, three (3) at each side broom, (4) in the extension broom
- Sweep resume
- Hydraulic Oil Cooler
- Water tanks, Rust proof polyethylene, 335-gallon total capacity.
- AM/FM/WB Radio w/ CD Player, Bluetooth and Microphone, USB, Front and Rear Aux. Inputs
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty
- Sweeper Operators & Parts Manual
- Elgin Safety Manual
- Broom Measurement Ruler

ADDITIONAL FEATURES

- 2021 M2 Dual Steer
- Mirrors, West Coast type with 12" convex inserts, one each side
- LED Stop/Tail/Turn
- (1) Spare Chassis Key
- Air Filter Cab
- Variable Speed - Dual Sidebrooms
- Sidebroom Tilt Option Right Hand Including Indicator

1220 South Legacy View Street
Salt Lake City, UT 84104

Phone: (801) 975-0400
Fax: (801) 975-7567



- Sideboom Tilt Option Left Hand Including Indicator
- Dual Auto Shutter Right/Left Hand
- Right-Hand Stainless-Steel Door with Step & Handle
- Hydraulic Heavy-Duty Wandering Hose
- (1) 4 Ft. Aluminum Wandering Hose Extension Rear Mounted
- Hose, hydrant fill, 25" with coupling
- Front Spray Bar
- Quick Disconnect Water Fill
- High Pressure Washdown
- Hose Reel for Washdown System
- Air Purge for Water System
- Nozzle With 3rd Caster Wheel
- Rear Beacon & LED Arrowstick
- Single Rear LED Flood Light
- Hydrant Wrench
- 2.5 Lb. Fire Extinguisher
- Sweeper Service Manual
- Chassis Operators Manual
- Chassis Parts & Service Manual

TOTAL PRICE

Includes Delivery to Tooele City Shop
Includes Training for Operators Upon Delivery
State Contract #MA636

\$ 286,712.00

Accepted by:

Date:

Thank you,

Nate Rogers

Nate Rogers
Owen Equipment
801-505-3361

nrogers@owenequipment.com

1220 South Legacy View Street
Salt Lake City, UT 84104

Phone: (801) 975-0400
Fax: (801) 975-7567



OPTIONS NOT INCLUDED IN TOTAL PRICE:

• Hopper Deluge .	add \$1,080.00
• ~~Midwest Auto Lube Sweeper-Only~~	~~add \$6,190.00~~
• Midwest Auto Lube Sweeper/Chassis .	add \$7,725.00
• Lifeliner Hopper System .	add \$8,300.00

total = 303,817.00

1220 South Legacy View Street
Salt Lake City, UT 84104

Phone: (801) 975-0400
Fax: (801) 975-7567



LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products



Subsidiary of Federal Signal Corporation

WHIRLWIND¹®

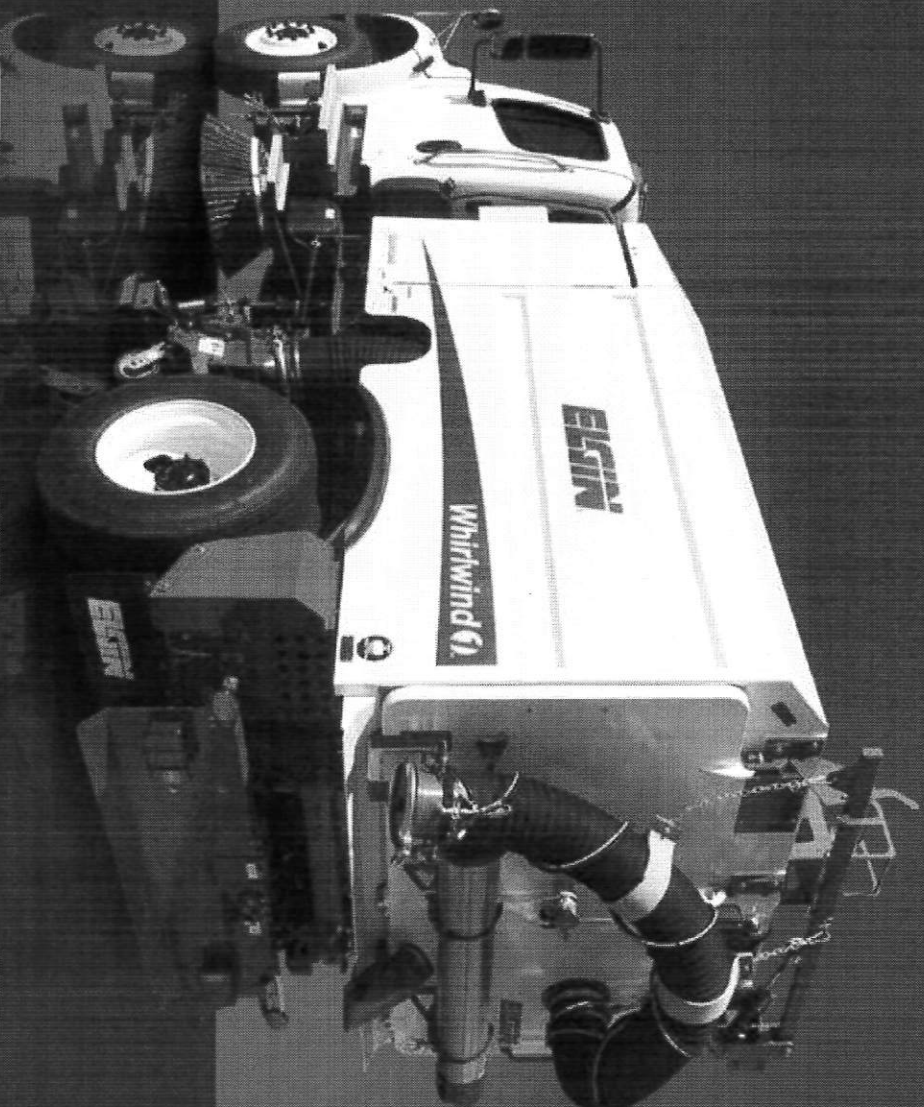


Improved Operator Experience • Ease of Maintenance • Saves Time/Cost

Whirlwind®

PROVEN SINGLE-ENGINE VACUUM SWEEPER

Searching for a solution that eliminates maintaining and servicing an auxiliary engine on a pure vacuum sweeper? Elgin® Sweeper Company has the answer. The Whirlwind® eliminates all things associated with a diesel auxiliary engine, providing value to customers that extends beyond having one less engine. The Elgin Sweeper single-engine technology has undergone years of customer focused testing and validation; ensuring a design that exceeds expectations!



APPLICATION SOLUTIONS

Elgin Sweeper doesn't offer just one sweeping technology — we take an application-based approach to solving our customers' sweeping needs. Our team works with every customer to ensure they get a machine that fits their specifications, with the right truck, engine configuration, fuel requirements, and options.

POWERFUL SUPPORT

Elgin Sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer team training on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories, to ensure total customer peace of mind.

UNMATCHED QUALITY

The Whirlwind was introduced over 40 years ago and has been continuously improved - Now sold with a single-engine design. Manufactured in an ISO:9001 certified plant, Elgin's are quality inspected and functionally tested prior to shipment. Paint prior to assembly ensures uniform, durable coverage. Whirlwinds are proudly assembled in the U.S.A.

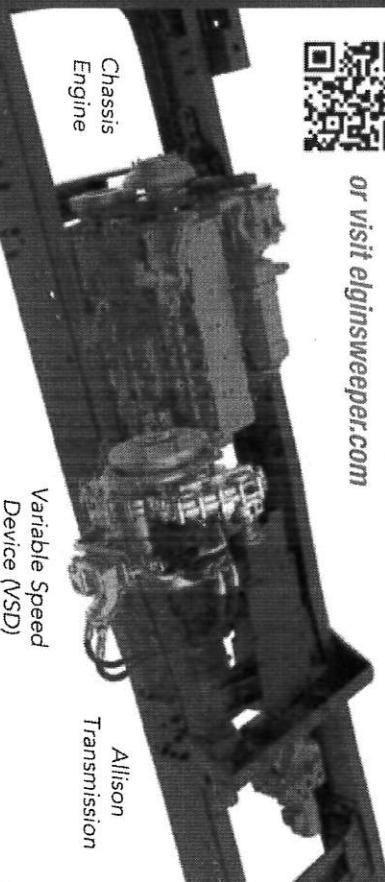
VARIABLE SPEED DEVICE (VSD) TECHNOLOGY

The Whirlwind1 single-engine provides a simple solution; a single push-button operation. This procedure incorporates a Variable Speed Device (VSD) – a planetary gearbox – located between the chassis engine and the Allison transmission. The VSD has two modes of operation; road mode and work mode.

The VSD replaces the diesel auxiliary engine, eliminates a complex aftertreatment system, and untimely regenerations. It's simple to operate, and carries a three year warranty.



SCAN to view our VSD animation
or visit elginsweeper.com



Singular Push-Button Technology

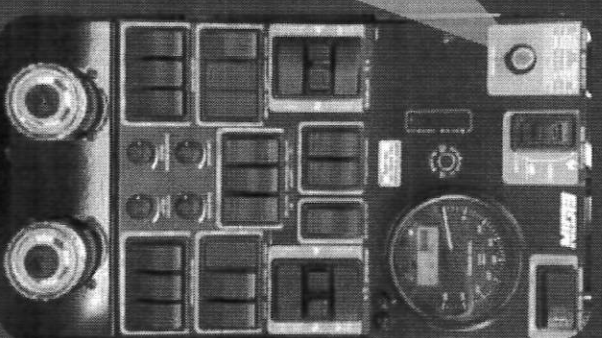
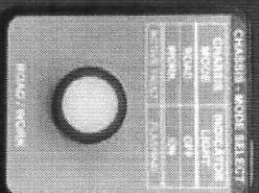
The Whirlwind1 does not require engaging the park brake before shifting into work or road modes. Shift-on-the-fly design provides unmatched ease of operation; combined with increased productivity.

Road Mode:

When the VSD is in road mode, the chassis operates normally. The accelerator pedal controls the chassis engine speed and the transmission shifts normally.

Work Mode:

When the VSD is in work mode, the chassis accelerator now controls only the input speed to the transmission, not the chassis engine speed.

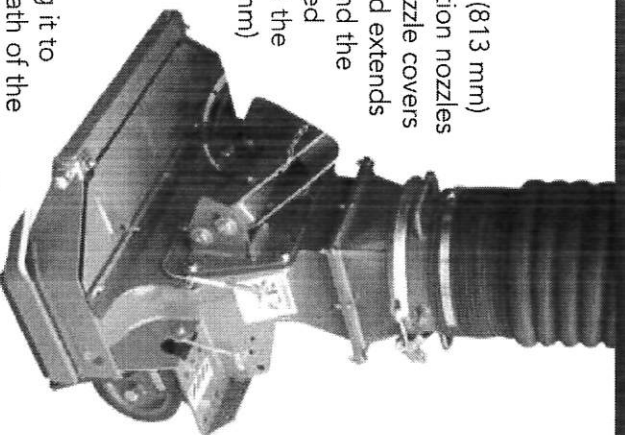


SUPERIOR SINGLE-ENGINE VACUUM SWEEPER

High Productivity

Suction Nozzle(s)

A single or dual 32 in (813 mm) abrasion-resistant suction nozzles are available. Each nozzle covers 174 in² (1123 cm²) and extends 15 in (381 mm) beyond the tire's track for increased performance closer to the curb. The 11 in (279 mm) diameter suction hose accepts large debris. The suction nozzle rides on two heavy-duty pivoting caster wheels allowing it to track, staying in the path of the debris and following road contours. The suction nozzles are equipped with a front-mounted shutter that allows easy entry of larger/bulky objects and large quantities of leaves.

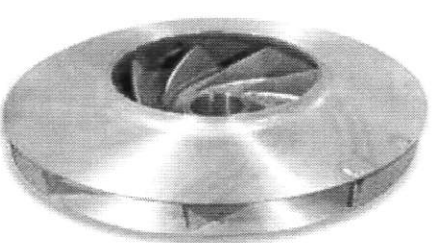


Powerful Blower

The Whirlwind1 features a nine-vane closed face turbine blower. Vanes are constructed from Hardox® brand steel for durability.

Resilient Housing

Replaceable urethane liners inside blower housing extends service life.



Flexible Design

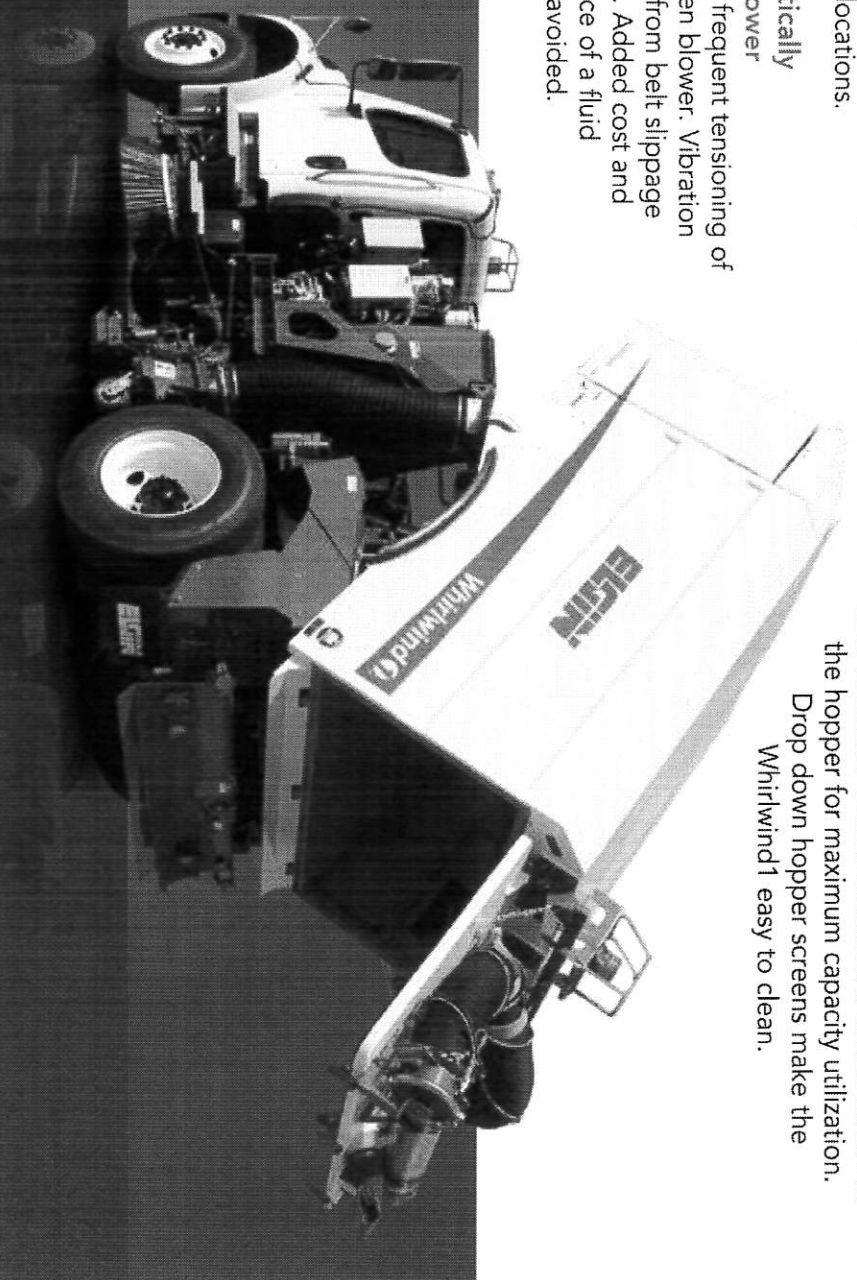
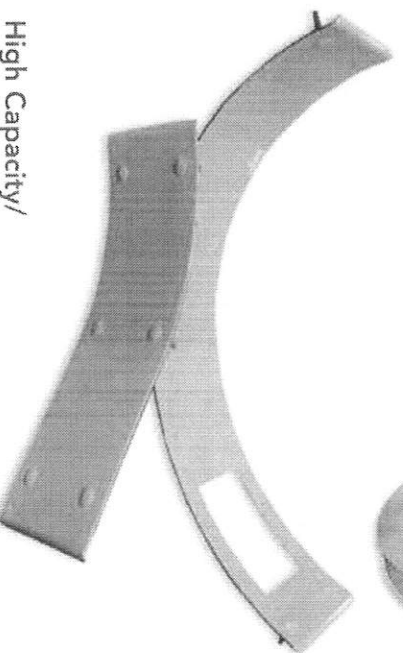
The Whirlwind1 mounts on a conventional or cab-over chassis, respectively offering maneuverability, visibility, ease of entry and egress. Elgin's standard auto pickup-in-reverse feature protects the sweep components while allowing quick change of sweeping locations.

Hydrostatically Driven Blower

Eliminates frequent tensioning of a belt driven blower. Vibration and noise from belt slippage is avoided. Added cost and maintenance of a fluid coupler is avoided.

High Capacity/ Efficient Loading

The 8 cu. yard (6 m³) capacity hopper provides extended sweeping time. Abrasion-resistant steel inlet deflector directs debris flow to the center of the hopper for maximum capacity utilization. Drop down hopper screens make the Whirlwind1 easy to clean.



Whirlwind®

Simple, Easy - Maintenance Access

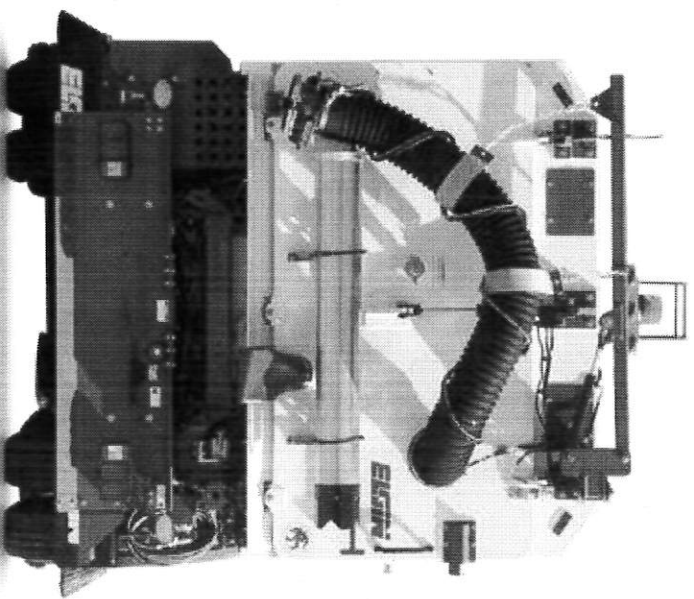
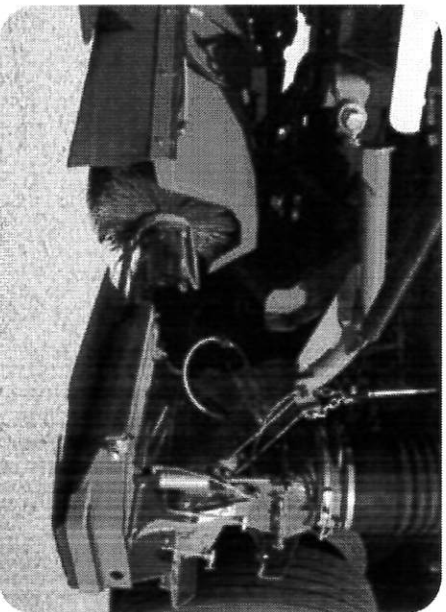
The Whirlwind1 is designed so that systems are accessible and easy to service. The hydraulic system with o-ring face seal (ORFS) fittings is designed for long life and leak-free operation. Heavy-duty, waterproof electrical connectors, and color-coded wires are functionally stamped for quick identification and trouble shooting.

Ergonomic Controls

The Whirlwind1's centrally-mounted console features rocker switches for all sweep functions and complete gauges (fuel level, fan hour meter, fan RPM) for quick review of system conditions. A backup camera and alarm are standard for increased operational awareness and safety.

Effective Windrow Extension Broom

The 60 in (1524 mm) hydraulically-driven extension broom operates at an 18 degree auger angle, directing the debris into the path of the nozzle. The broom can pivot for left or right side sweeping.



Unique Trailing Arm Side Brooms

Elgin's trailing arm design provides inward motion to avoid obstacles. Standard parallelogram linkage allows side brooms to closely follow road contours, and maintain a consistent broom tilt (angle) with the road surface. Digging pressure is adjustable in-cab. Brooms can be extended outward for maximum sweep path.

Superior Dust Suppression

The durable 335 gal. (1268 L) polyethylene dual water tanks provide ample water capacity. Water is delivered using two run-dry water pumps; distributed through quick-to-clean water nozzles. High/low in-cab selectable pump speeds allow adjustment by application.

MEMORY SWEEP®

Elgin's Memory Sweep® system allows the operator to resume all previous sweep settings, even broom tilt (if so equipped), with one touch control. Memory Sweep incorporates a multi-screen display that indicates system diagnostics, as well as optional features such as broom tilt angle, and broom hours.

POWERFUL CLEANING SYSTEM

Highly Efficient Air Conveyance System

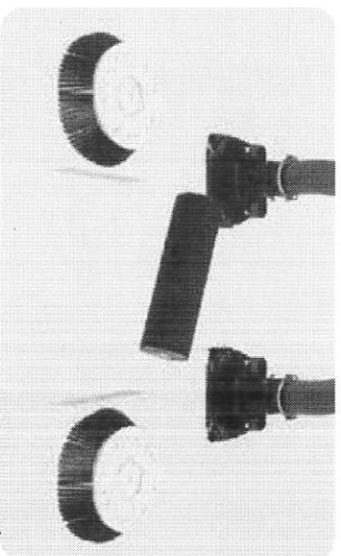
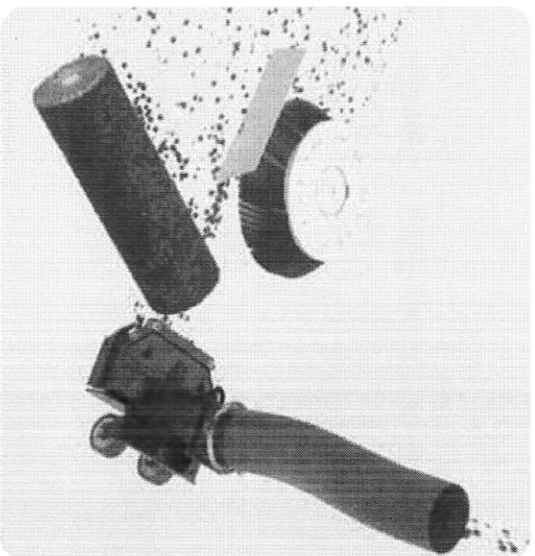
Efficient air flow, including a superior vacuum source and air routing path, is at the heart of the Whirlwind1.

- High volume air flow at high velocity results in exceptional one-pass pickup while eliminating plugging that can occur in similar type sweepers.
- A hydrostatically driven nine-vane closed face turbine fan provides maximum airflow

High Productivity Sweep System

The Whirlwind1's versatile sweep path picks up debris close to the curb and across the widest expanse of road in its class.

- The sweep system includes one or two suction nozzles, trailing arm side brooms, and a centrally-mounted extension broom.
- You can choose 28 in (711 mm) or 36 in (914 mm) diameter trailing arm side brooms that can be operated individually or simultaneously for a sweep path of up to 144 in (3658 mm)*.
- Choose between single or dual 32 in (813 mm) welded-steel suction nozzles that can be operated individually or simultaneously.
- The 11 in (279 mm) diameter suction hose accepts large debris. Quick disconnect allows an operator to inspect and clean the hose intake without raising the hopper.



*With 36 in side brooms

Whirlwind1 Specifications:

Sweep System

- High performance vacuum sweeper

Sweep path*

- One suction nozzle, one side broom, and extension broom: 95 in (2413 mm)
- Dual suction nozzles, two sidebroom and extension broom: 144 in (3658 mm)

Nozzle

- Single 32 in (813 mm) abrasion-resistant suction nozzle (dual nozzles available)
- Pick-up area: 174 in² (1123 cm²)
- Extension beyond tire track: 15 in (381 mm)

Variable Speed Device (VSD)

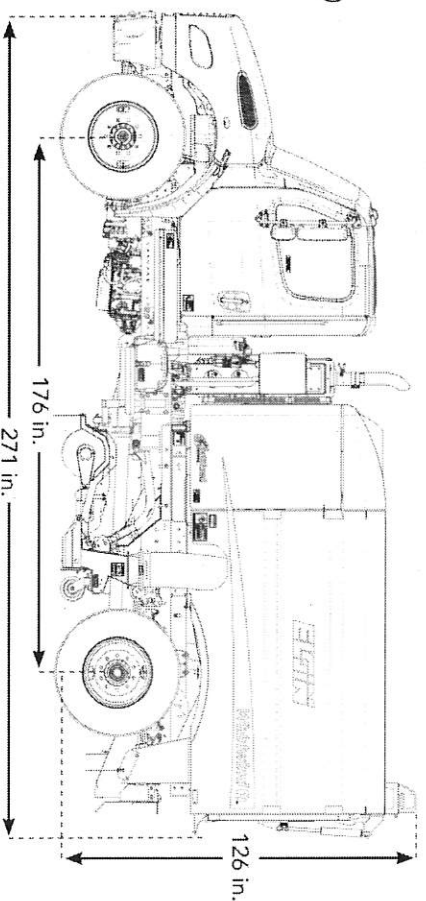
- Installed between the chassis engine and the Allison transmission; eliminates auxiliary engine Singular in-cab push button control

Chassis

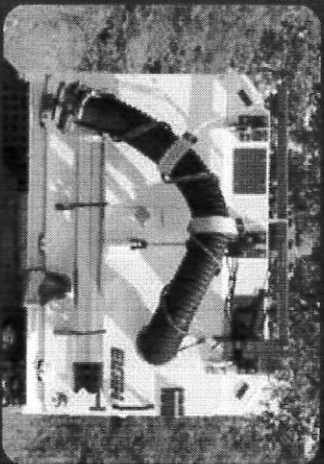
- Choice of conventional or cab-over chassis

Travel Speed

- Highway speeds



POPULAR ENHANCEMENTS



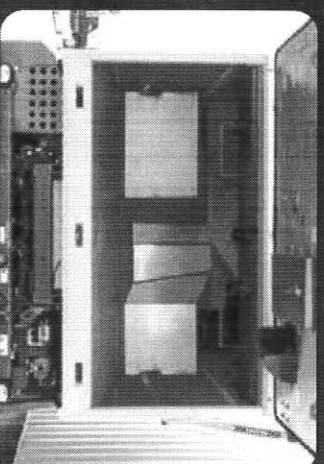
Wandering Hose

The versatile, hydraulic-assist hose gets into hard to reach places and is effective in catch basin cleaning. It handles multiple tubes for especially deep catch basin cleaning.



Lifeline® Hopper System

The Lifeline hopper liner and finish system greatly improves the life, durability, and dumping functionality of a sweeper hopper. It is backed by a lifetime warranty.*



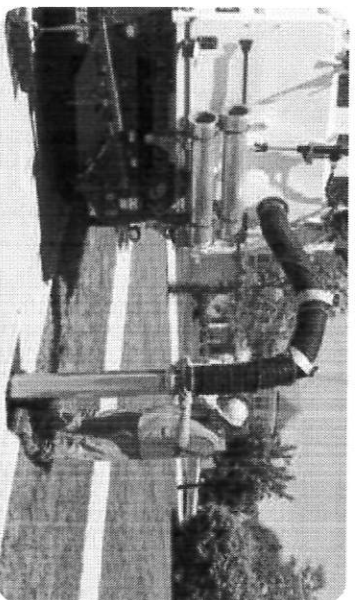
Stainless Steel Hopper System

This complete hopper body is constructed entirely of 304 grade stainless steel to provide maximum service life, even in the most corrosive applications. It is backed by a lifetime warranty.*

ADDITIONAL ENHANCEMENTS:

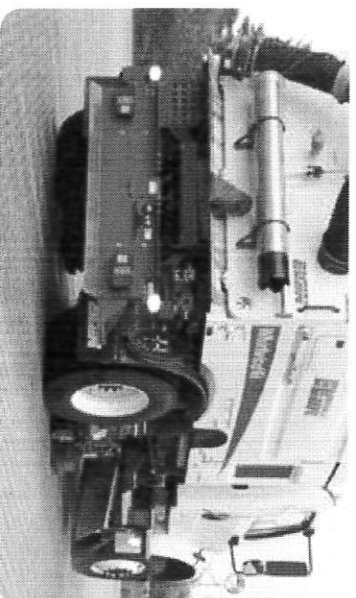
- Variable broom speed
- Auto nozzle shutter
- Front spray bar
- R or L inspection doors
- Rear flood light(s) LED
- Rotating beacon/strobe light LED
- Automatic lubrication system
- Hopper deluge
- Auxiliary hydraulic pump
- High/low pressure washdown
- In-cab side broom tilt
- Utility cover lifter
- PM-10 compliant
- Quiet Pak™ Acoustical insulation
- Additional water:
140 gal (530 L) or 360 gal (1363 L)

Catch Basin Cleaning



The combination Elgin Whirlwind1 sweeper with wandering hose option provides a cost-effective tool to facilitate storm water management.

Permeable Pavement



The Whirlwind1's incredible vacuum is able to pull out embedded debris that plugs drainage paths.

Visit elginsweeper.com/whirlwind1 for application-specific configurations.

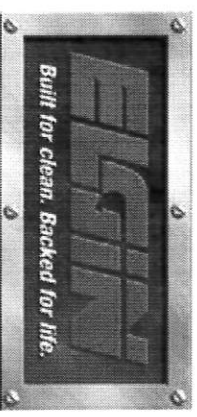
*Consult factory for warranty details

Because with one, you get a whole lot *MORE!*

- Greater Sweeping Productivity
- Improved Operator Efficiency
- Quieter Operation
- Lower Maintenance Costs
- Reduced Emissions



Your local Elgin Dealer is:



elginsweeper.com

Phone (847) 741-5370 • Fax (847) 742-3035

1300 W. Bartlett Road, Elgin, IL 60120 U.S.A.

WARRANTY

Elgin Sweeper Company backs the Whirlwind¹ sweeper with a one-year limited warranty. The Whirlwind¹ is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information.

Specifications subject to change without notice. Some items shown may be optional. Elgin[®], EcoLine[®], Lifestar[®], Memory Sweep[®] and Whirlwind¹ are registered trademarks of Federal Signal Corporation. Hurdex[®] is a registered trademark of Hurdex wear plate. Federal Signal Corporation is listed on the NYSE by the symbol FSS.

© 2020 Elgin Sweeper Company. Effective 1/20 P/N 0705432-A

Michelle Pitt

From: Steve Evans
Sent: Monday, October 19, 2020 3:50 PM
To: Scott Miller, Geoff Allred
Cc: Michelle Pitt
Subject: FW: Whirlwind 1
Attachments: Tooele City Elgin Whirlwind 1 OCT 2020 101920.pdf; 2020 Whirlwind1Brochure.pdf

Scott and Geoff,

Can you please look over the quotes and let me know what options are needed. In the first quote, he put down, Hopper Deluge, Auto Lube Sweeper, Auto Lube Chassis. In the second quote he added Lifeline Hopper System. Can you please let me know ASAP which options you are looking for. This goes to Council Wednesday night and packets need to be sent out with the correct pricing.

Thanks,

Steve E
Public Works Director
(435) 843-2130, Option #1



From: Gavin Erickson <gerickson@owenequipment.com>
Sent: Monday, October 19, 2020 2:04 PM
To: Steve Evans <SteveE@TooeleCity.org>
Cc: Scott Miller <SMiller@TooeleCity.org>; Debbie Winn <dwinn@TooeleCity.org>; Nate Rogers <nrogers@owenequipment.com>
Subject: RE: Whirlwind 1

Steve,

Here is the quote for the Elgin Whirlwind 1 on state contract, I'm glad the state let me officially add this **to MA636, I** was able to get a little more discount because of that. I have also attached the brochure for the Whirlwind 1, please contact me or Nate if you have any questions. Thank you for the opportunity to earn your sweeper business, we very much appreciate it.

Thank you

Gavin Erickson | Utah Regional Manager
Direct (385) 290-6915 | Mobile (801) 971-7920
1220 S Legacy View St. Salt Lake City, UT 84104
Web owenequipment.com



From: Steve Evans <SteveE@TooeleCity.org>
Sent: Friday, October 16, 2020 9:37 AM
To: Gavin Erickson <gerickson@owenequipment.com>
Cc: Scott Miller <SMiller@TooeleCity.org>; Debbie Winn <dwinn@TooeleCity.org>
Subject: Whirlwind 1

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Gavin,

Great news from Tiffany and the State Purchasing Department. Please submit us the quote when able.

Thanks,

Steve E
Public Works Director
(435) 843-2130, Option #1

